Volume 1

eMigrate Project
May 2020
Request for Proposal
Volume 1
Functional, Technical & Operational Requirements

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

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Definitions

Term	Definition
Emigrant	Any citizen of India who intends to depart out of India for taking up employment in any country outside India
Emigration	Departure of any Indian citizen for employment in any country or place outside India
Foreign Employer	Any organization or individual person providing or offering to provide, employment to Indian Workers in their organization or residence in a place outside India
MEA	Ministry of External Affairs that administers the Emigration Act 1983. Formerly this was administered by the Ministry of Overseas Indian Affairs, which was merged with MEA in 2014
Emigration Check Required Country (ECR)	To proceed to an ECR country for employment, Emigration clearance is required by an ECR passport holder emigrant from any PoE office
OE & PGE Division	Overseas Employment and PGE Division of Ministry of External Affairs which is responsible to ensure various compliances mandatory under Emigration Act, 1983
Project Exporter (PE)	An Indian organization operating in India, which recruits and sends Indian workers for its overseas projects
Protector General of Emigrants (PGE)	Statutory authority responsible for enforcing the Emigration Act, 1983
Protector of Emigrants (PoE)	Statutory authority under the supervision and control of Protector General of Emigrants for enforcing the Emigration Act, 1983
Pravasi Bharatiya Sahayata Kendra (PBSK)	A 24 X 7 Helpline set up at OE and PGE Division to receive enquiries/ complaints from emigrants and users of eMigrate portal
Recruiting Agent	Person/agency engaged in the business of overseas recruitment in India on behalf of a foreign employer
eMigrate Solution	A portal to be developed freshly and maintained along with the entire IT Infrastructure, by the Service Provider as per the requirements given in this RFP
Takeover	Taking over the control of the existing eMigrate portal (www.emigrate.gov.in) and its Infrastructure setup, by the Service Provider from the Implementation Agency (IA) maintaining the eMigrate solution as on the date of selection of Service Provider
Go-Live	Post Takeover, the date on which the eMigrate solution is made operational on the production environment and becomes available for use to all the identified stakeholders of the project post successful completion of the acceptance testing by the 3rd party audit agency or any other agency/ group designated by MEA

Abbreviations

Abbreviation	Explanation
3PAA	Third Party Audit Agency appointed by the Division to audit the project
CPC	Central Processing Cell setup at OE and PGE Division for initial scrutiny of emigration Clearance Applications submitted by RAs/ emigrants, before they are approved/ rejected by PoEs
DC	Data Centre
DRC	Disaster Recover Centre
ECNR	Emigration Check Not Required
ECR	Emigration Check Required
FE	Foreign Employer
FRA	Foreign Recruiting Agent
SP	Service Provider - to be chosen through this RFP to replace the Implementation Agency to design, develop and maintain the project for the stipulated term
MEA	Ministry of External Affairs
MIS	Management Information System
PBBY	Pravasi Bharatiya Bhima Yojana
PGE	Protector General of Emigrants
PMG	Program Management Group
PoE	Protector of Emigrant
RA	Recruiting Agent
RFP	Request for Proposal (also referred as Tender document)
SDD	Software Design Document
SRS	Software Requirement Specifications
UAT	User Acceptance Testing
UMANG	Unified Mobile Application for New Age Governance
WAN	Wide Area Network

1. Introduction

1.1. Background

Over the years the number of Indians going abroad for employment has been significant; of which a large number of Indians go to countries that are notified as 'Emigration Check Required-ECR'. Majority of these Indian emigrants are blue collar workers employed in Gulf Cooperation Council (GCC) countries namely Saudi Arabia, United Arab Emirates, Qatar, Bahrain, Oman and Kuwait and the numbers of such workers in these countries are steadily increasing. The contribution of these emigrants is also significant in terms of the remittances sent by them. The Overseas Employment and Protector General of Emigrants (OE & PGE) Division (referred as the 'Division' hereafter) of MEA has been using Information Technology extensively for meeting the objectives of resolving the problems faced by not only these emigrants but also by other stakeholders in the emigration process.

1.2. OE & PGE Division

The division is headed by an Additional Secretary rank officer designated as Protector General of Emigrants (PGE) and is the nodal office for matters relating to Indians going abroad for employment purposes. The division looks after the various aspects of emigration covered under the Emigration Act, 1983, which includes the recruitment of Indians for overseas employment either directly by Foreign Employers (FEs), or through the Recruiting Agents (RAs) and thereby for instance oversees registration of Recruiting Agents (RA) as well. The division is a focal point for the various stakeholders in the emigration ecosystem; to which emigrants & their families, Skill Development Agencies conducting pre departure orientation program, Insurance Agencies issuing PBBY policy, State Governments (Police and NRI departments) turn to for information, assistance and facilitation. The division also interacts with Foreign Governments for providing safe and legal emigration and ensuring the welfare of Indian emigrants in the country of their employment. Protector General of Emigrants (PGE) undertakes its functions through the 13 Protector of Emigrants (PoEs) offices located at Delhi, Mumbai, Kolkata, Chennai, Bengaluru, Patna, Chandigarh, Jaipur, Lucknow/ Rai Bareli, Hyderabad, Thiruvananthapuram, Kochi, and Guwahati. Most of the processes related to emigration are now available to the stakeholders online through the eMigrate Project (www.emigrate.gov.in). MEA also plans to bring a new Emigration Management Bill to further `strengthen the governance mechanism.

1.3. eMigrate Project

The project is implemented since 2012 through an Implementation Agency (IA) who has procured and installed necessary hardware/software, developed the required core application software and further has been maintaining the system since its launch in May 2014. The contract with the present IA is to be concluded soon which necessitates the selection of an agency to support the project further.

1.4. Need for a Revamped Platform - System & Hardware

Since the selection of the IA in 2010, there have been significant technology advancements not only in terms of hardware specification but also in the area of software development.

There also has been a constant need to keep enhancing the eMigrate core application software to meet the requirements of various stakeholders and Government Agencies including that of foreign governments. In this context, the division has been taking initiative to integrate the core application software with the software systems of the labour departments of various GCC countries where most of Indian emigrants reside.

1.5. Implementation Model

To achieve the above objective, the division invites proposals from interested companies capable of delivering the services described herein and to engage with the successful bidder who shall be required to implement the proposed system as well as operate & maintain it on a Government financed model as specified in this RFP. It is to be emphasized here that division is looking at this engagement where the implementation agency shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live" as per the specifications laid out in this RFP. The bidders are expected to focus on the objectives of this project and formulate their solution offerings in a manner that enables achieving those objectives both in letter as well as spirit. Bidders shall also need to understand at this stage that with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.

1.6. Contents of the RFP

The content of this RFP has been documented as a set of three volumes explained below:

Volume 1 (Functional, Technical and Operational Requirements): Volume 1 of RFP intends to bring out all the details with respect to solution and other requirements that the division deems necessary to share with the potential bidders. The information set out in this volume has been categorized as Functional, Technical and Operational requirements and covers multiple aspects of the project.

Volume 2 (Commercial and Bidding Terms): Volume 2 of RFP purports to detail out all that may be needed by the potential bidders to understand the bidding process.

Volume 3 (Contractual and Legal Specifications): Volume 3 of RFP is essentially devoted to explaining the contractual terms that the division wishes to specify at this stage. It also includes a draft of Master Services Agreement.

This is Volume 1.

2.   Project Charter

2.1   Project vision

The vision of this project would be "To maintain transparency, simplicity, orderliness, user-friendliness and human process in the project and to increase efficiency in service delivery to the end-user"

2.2   Project objectives

The objective of the project is to ensure the following:

(i)   Providing easy, anywhere and anytime access to government services (both information & transactional) to ensure reliability, efficiency, transparency and accountability.

(ii)   Efficient delivery of all public services in electronic form with faster turnaround time through the portal.

(iii)   Reducing number of visits of citizens/ stakeholders to a government office for availing the services.

(iv)   Reducing the need for direct interaction of citizen with the Government and encourage 'e'- interaction and efficient bidirectional communication through portal.

(v)   Enhancing perception & image of the Government and its constituent departments.

(vi)   Extensive capacity building and training of field level functionaries to ensure smooth migration to electronic delivery of e-services and phasing out manual delivery of services, if any.

3. Scope of Work

3.1. Scope of work for the Service Provider

The scope of Work for the Service Provider (SP) can be divided into the following two set of activities:

(i) Taking over the existing eMigrate system: SP shall take over the existing eMigrate application along with the IT Infrastructure from IA and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.

(ii) Implementation and Operation of new Core application Software:

Implementation and Operation of new Core application Software shall include the following-

(a) Design, Develop and Testing of the new core application software

(b) Supply, installation, configuration and commissioning of server-side and other hardware including system software required for upgradation

(c) Commissioning of Network Connectivity

(d) Migration of Legacy data

(e) Change Management

(f) Operation and Maintenance

(g) Issuance of Emigrant's ID card

3.2. Project Timelines

The SP shall be required to take both sets of activities mentioned above, in parallel from the start of the project as per the timelines given below -

#	Milestone	Time for completion
Takeover of existing eMigrate system by Service Provider		
(i)	Takeover of documentation, version control system and SOPs of existing eMigrate system	T + 1 week
(ii)	Deployment of resources for O&M of existing eMigrate system	T + 1 weeks
(iii)	Takeover of development and staging environment	T + 2 weeks
(iv)	Takeover of SLA systems	T + 4 weeks
(v)	Takeover of the eMigrate production system (with the support of key software resources of IA)	T + 6 weeks
(vi)	Completion of takeover of existing eMigrate system by SP & commencement of independent operation of existing system by SP	T + 24 weeks
Design, development and testing of new core application		
(vii)	Requirements study	T + 12 weeks
(viii)	Preparation and submission of SRS document*	T + 18 weeks
(ix)	Preparation and submission of Software Design Document (SDD)*	T + 18 weeks
(x)	New core application software development, unit & integration testing*	T + 30 weeks
(xi)	User Acceptance Testing / Functional Testing	T + 34 weeks
(xii)	Corrections, compliance to user inputs by SP	T + 36 weeks

#	Milestone	Time for completion
(xiii)	Audit, acceptance, Testing and certification by 3rd Party Audit Agency	T + 36 weeks
(xiv)	Roll out of new core application on revamped IT infrastructure	T + 38 weeks
(xv)	Declaration of Go-Live by Division (R)	T + 42 weeks
Migration of legacy data		
(xvi)	Preparation of data migration plan	T + 12 weeks
(xvii)	Migration of legacy data*	T + 30 weeks
(xviii)	Testing/evaluation of migrated data	T + 36 weeks
Supply, installation, configuration and commissioning of server-side & other hardware		
(xix)	Procurement of server-side and other hardware (and associated software)	T + 18 weeks
(xx)	Installation, configuration and commissioning of the hardware*	T + 24 weeks
Commissioning of Network Connectivity		
(xxi)	Configuration and commissioning of network connectivity*	T + 30 weeks
Implementation of change management initiatives		
(xxii)	Stakeholder Training	T + 42 weeks
(xxiii)	Development of training material (CBTs, workshop presentations)	T + 42 weeks
Operation and Maintenance period		
(xxiv)	Overall eMigrate system operations & maintenance (both application and hardware)	R + 8 years

Note:

(i) MEA shall have the right to levy penalty on SP of Rs. 2 lakh per week of delay in the milestones marked with (*) in the above table.

(ii) Delay and its magnitude shall be assessed by MEA and conveyed to SP for necessary action.

(iii) Delay in two or more milestones which do not have a direct consequential relationship shall be treated separately.

(iv) SP may endure to complete the project before the stipulated time. In the event of Go-Live declared before the stipulated timeline, payments shall start accordingly.

3.3. Taking over eMigrate application & IT Infrastructure from IA

(i) SP shall be required to take over the existing eMigrate Application Software, related documentation and the IT Infrastructure from the IA. The existing BoM of IT infrastructure is provided as part of Section 18. It is not only important for the division but also for the SP to complete a smooth and timely transition from IA and to ensure it, SP is required to go through the details of the requirements given in this RFP and once onboard necessarily deploy the set of competent personnel well verse with the domain and software knowledge to execute the assignment. Therefor SP shall deploy the manpower with the qualification (or higher) as proposed in the bid and experience (relevant and total) proposed in the bid.

(ii) From the documentation received and knowledge transfer from the IA, SP shall gather the required knowledge about the present application software and configuration of various devices. SP shall also need to update the documentation wherever it found to be required. SP shall be required to immediately escalate any deviation in the documentation provided by the IA vis a vis actual configuration of the existing eMigrate solution. During the transition, it is expected that the existing eMigrate software would not undergo through major changes. In case of the need of implementing any major Change requests that may arise, during the transition period, the same shall be implemented in the new core application software to be developed by SP.

(iii) After taking over the existing system from the IA, SP should be able to operate the system independently on its own.

(iv) SP shall be required to complete the various activities related to takeover as per the timelines mentioned in section 3.2 above.

3.4. Design, Development & Testing of Core Application Software

(i) Study of present system: While taking over the existing eMigrate solution, SP shall require to simultaneously work on the development of the new core application software as per the specifications given in this RFP. In addition to the understanding acquired during the takeover process, SP shall also be required to interact with the various stakeholders such as officials of PGE/ POE/ Other MEA offices/ Bureau of Immigration, Recruiting Agents, Foreign Employers, State Nodal Officers, NSDC and PDOT Training centers at below given locations for the purpose of finalizing the complete requirements for the development of new core application software:

   (a) at five PGE/ POE offices (Delhi, Mumbai, Chennai, Hyderabad and Kochi)

   (b) at four overseas Indian Mission as identified by division

(ii) Based on the specification given in the RFP, present eMigrate application and the interactions held with the stakeholders, SP shall prepare the Software Requirement Specification document and Software Design Document and submit the same to the division for their review.

(iii) Phase wise Go-Live: SP shall be required to take up the software development for the new core application software taking into consideration the fact that not all services may be required to Go Live simultaneously. Some of the services such as processing of emigration clearance which are critical may be considered for Go-live in initial phases. Services on which emigration clearance service has the dependency such as FE Registration, demand submission by FE and acceptance by RA etc. shall also be required to be made live simultaneously. SP shall be required to plan the transition of services from present eMigrate application to the new core application software in a manner so that the Go-Live of application is achieved as per the schedule given section 3.2 above.

3.5.   Migration of Legacy Data

(i) SP shall be responsible for migration of metadata (approximate size of 0.5 TB) from existing e eMigrate application to the new core application software to be developed as part of this project. Apart from metadata, data related to RA registration and renewal application along with the attachments and EC data of last one year along with attachments of approximate size of 2 TB shall also be required to be migrated.

(ii) A 3rd party audit agency appointed by the division shall audit and approve the migration of data

3.6.   Setting up of Data Center & Disaster Recovery Center

SP shall be responsible for hosting the new core application software along and the related IT Infrastructure in a collocated facility along with a disaster recovery site, either at a cloud service providers data center or any other DC/ DR setup adhering to the best practices of Tier-2 and above norms of TIA 942 guidelines for setting up DC and DRC. Space for housing the data center and disaster recovery center shall need to be procured/ leased by the SP. SP shall consult the division and/or its designated agency/ group before finalizing the sites for DC and DRC. SP can also choose to retain the same DC/DR set up at the STT data centers are Pune and Bengaluru.

3.7.   Procurement, Installation, Configuration & Commissioning of Server Side & other Hardware

SP shall study the BoM provided at Section 18 of this RFP Volume 1, assess the upgradation/ tech refresh requirement of the same and shall supply all necessary hardware (servers, load balancers, storage systems etc.) and related software for the data center and disaster recovery center and shall also be responsible for commissioning the hardware ready to host the new core application software. The setup shall also include the preproduction, staging and development environment. Bidders shall need to perform an independent and thorough assessment of the infrastructure requirements for the project and provide a detailed BOM, as part of their proposal, which shall fulfill the SLA requirements specified in RFP. A 3rd party audit agency appointed by the division shall review the conformity of the server-side hardware supplied by IA with the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the SP.

It must be noted that all system hardware and software would have to be owned by the division.

3.8.   Commissioning of Network Connectivity

(i) SP shall setup a network connecting various stakeholders as specified in the RFP. All locations requiring MPLS connectivity / leased line under the project, has operational links from over fibre from TCL and Airtel Bharti. SP may choose to utilize the same.

(ii) A 3rd party audit agency appointed by the division shall review the conformity of the WAN setup by SP with the requirements and specifications provided in the RFP.

3.9. Implementation of various Change management initiatives

SP shall be responsible for implementing various change management interventions as detailed in the RFP Section 7.3.

3.10. Issuance of Emigrants' Cards

SP shall be responsible for generation and issuance of PVC cards to emigrants who are given emigration clearance and opts for it at the time of applying emigration clearance through the new core application software. Emigrants opting for the emigrant's card shall be required to pay for the cost of the card along with the emigration clearance fees. The emigrant's card shall have the information like name of emigrant, RA, FE, contact details of FE, Indian Embassy and PBSK. The emigrants' cards shall need to be couriered by the SP with acknowledgement facility to the mailing address given in EC application. Details of emigrants' cards (dispatched, delivered and undelivered) shall be required to be maintained by the SP for audit purpose along with the EC data in the application. Similarly, to Emigrant ID Cards, PVC cards for Registration Certificate may also be issued to RAs. Cards issued to RAs may also have a photograph on the card.

3.11. Operations & Maintenance (O&M)

SP shall be fully responsible for operations and maintenance of the new core application software, data center and disaster recovery center, network and any other component or facility being established by SP or taken over from IA by SP as part of the project.

3.12. Warranty

SP shall provide comprehensive warranty for all IT infrastructure (hardware and software) with requisite OEM support, for a period of 8 years from the Go-Live date and for the extended period of 2 years, if granted by the division. The warranty shall also be required to be valid for additional one year at the time of conclusion of the contract and the extended term of two years). The necessary valid warranty certificates from OEMs shall be submitted by the SP to the Division at all times and as and when renewed.

3.13. Support for Acceptance Testing & Certification

SP shall provide adequate support to the 3rd Party Audit Agency or any other agency/ group appointed by the division for acceptance testing and certification of SP's deliverables.

Note: SP shall be responsible for obtaining any statutory approval required for executing any part of his work. MEA may extend possible help in facilitating such approvals.

4. Implementation Model

4.1. Responsibility Matrix

The eMigrate project is planned to be built and operated in an outsourced model. Such a model would allow MEA to address important factors such as MEA 's ownership of the eMigrate solution and to benefit from specialized expertise of private sector. The following responsibility matrix depicts the broad aspects of the implementation model:

S.No	Component/ Aspect	Responsibility Matrix	
		SP	OE & PGE Division, MEA
(i)	Implementation, Operations & Maintenance of the Project	YES	-
(ii)	Strategic Control over the project	-	YES
(iii)	Ownership of all IT infrastructure, eMigrate application, system software and all related components	-	YES
(iv)	Certification of the eMigrate application and infrastructure prior to go-live	-	YES (through 3rd Party Audit Agency)
(v)	Programme Governance		YES
(vi)	Procurement and setup of client-end hardware, software and LAN	No (though IA would be required to advise MEA on suitability of the items being procured with respect to those being installed by the IA and any other technical aspect related to the procurement & installation process)	YES

4.2. PMG

To discharge its responsibilities mentioned in the table above, the division may constitute a dedicated Program Management Group consisting of subject matter experts in areas of IT/ SLA monitoring/Contract management and Project Management.

5. Technical Requirements

5.1 Solution Architecture

The SP shall study the requirements given in the RFP and propose a scalable architecture that can sustain for the next 10 to 12 years.

The key aspects of the architecture shall include:

(i)   Users

(ii)   Access channels

(iii)   Gateways

(iv)   Presentation layer

(v)   Business services layer

(vi)   Security layer

(vii)   Data layer

(viii) Monitoring services

5.2 Users

The below table details the various types of users who shall interact with the core application software. Apart from the users described in this section or elsewhere in this RFP, there is also a need for data/information exchange with various other agencies within India and from abroad. The proposed system shall be capable of such data/ information exchange.

User Type & Connectivity Mode	Type of Usage
Public (Internet)	(i) Accessing information which is available without user id and password (ii) Track/Verify application status using keyword (iii) Accessing information using OTP (iv) Apply for RA/ FE/ FRA Registration (v) Apply for FE/ PE Permit (vi) Applying for non-mandatory emigrant registration (vii) Applying for mandatory Emigrant registration in case of direct recruitment (viii) Grievance/ Feedback/ PBBY Claim Submission (ix) PBBY Policy purchase (x) Make online payment (xi) Reset DSC password for RAs (after email OTP validation) (xii) Reset Password for Foreign Employer/ Foreign Recruiting Agent/ Project exporter (xiii) Submitting feedback
Recruiting Agent (Internet)	(i) View registration related details (ii) Track/Verify application status (iii) Apply for RC Renewal

User Type & Connectivity Mode	Type of Usage
	(iv) Apply for RC Cancellation
	(v) Apply for Change in RC details
	(vi) Apply for capacity enhancement
	(vii) Apply for additional User Id
	(viii) Accept/ reject Demands received from employer
	(ix) Accept CSO request from FE and apply for CSO
	(x) Register emigrants in HR Pool
	(xi) Apply for emigration clearance
	(xii) Applying for emigration for unregistered foreign employers (FE Rationalization)
	(xiii) Apply for emigrant registration (ECNR Passport Holder registration for Iraq)
	(xiv) Upload up to 50 KB document with each of the EC related application and 3 MB with each of the RC related application
	(xv) Register emigrant for PDOT
	(xvi) Submit monthly return of the emigrants recruited
	(xvii) View and Update grievance
	(xviii) Reply to Show Cause notice
	(xix) View details of applications and documents submitted
	(xx) Make payment for various denomination
	(xxi) Make bulk Payment for emigration clearance
Foreign Employer (Internet)	(i) View registration related details
	(ii) Update Registered details/change password
	(iii) Apply for renewal
	(iv) Track/Verify application status
	(v) Raise Demands with RA or direct recruitment
	(vi) Raise permit
	(vii) Apply for emigration clearance of candidate directly recruited
	(viii) Upload up to 50 KB upto 1MBdocument with emigration clearance/ and FE registration renewal application
	(ix) Register emigrant for PDOT
	(x) View and update grievances raised against FE
	(xi) Reply to communications received from Indian Missions/ PGE Show Cause notice
	(xii) View details of applications and documents submitted for the emigrants recruited / permit applied
	(xiii) Make fee payment for services

User Type & Connectivity Mode	Type of Usage
Project Exporter (Internet)	(i) View registration related details (ii) Update Registered details/ Change password (iii) Track Application/ Verify status (iv) Raise permit with up to 2 MB document upload (v) Apply for emigration clearance of candidate directly recruited with up to 40 KB document upload (vi) Register emigrant for PDOT (vii) View and Update grievances raised against him (viii) Reply to communications received from Indian Missions/ PGE Show Cause notice (ix) View details of applications and documents submitted for the emigrants recruited by him/ permit applied by him (x) Make fee payment for services

PGE Users (Secured Intranet over WAN and VPN)	There are two types of privileges to the PGE Users who requires user id and password for login -
	1. Scrutiny level – Scrutiny level users, after scrutinizing the applications, shall forward the application to another PGE user (either scrutiny or approval level) or to PGE. Such users shall be
	Receiving and processing applications for
	    (i) RA Registration
	    (ii) RC Renewal
	    (iii) RC Suspension/ Cancellation
	    (iv) Change in RC details
	    (v) RA Capacity enhancement
	    (vi) Country Specific Orders (CSO) for Nurses recruitment
	    (vii) FE/ PE Permit Applications
	    (viii) FE/ FRA/ PE PAC (including initiating the request)
	    (ix) Registering, Processing and closing of the Grievances
	    (x) Issuing Show cause notices
	    (xi) Updating RC Details
	    (xii) view reports/ details of applications submitted
	    (xiii) Upload documents
	2. Approval Level – Approval level users (presently only PGE) process all applications received and approve/ reject/ send back. Approval/ rejection requires DSC authentication

PoE Users	There are two types of privileges to the POE Users who requires user id and password for login

User Type & Connectivity Mode	Type of Usage

(Secured Intranet over WAN and VPN)	1. Scrutiny level – Scrutiny level users, performs following tasks –
	 (i) Update applications for:
	  (a) RA Registration
	  (b) RC Renewal
	  (c) RC Suspension/ Cancellation
	  (d) Change in RC details
	  (e) RA Capacity enhancement
	  (f) Grievances received
	  (g) view reports/ details of applications submitted
	  (h) Upload documents
	 (ii) Create and forward FE/ FRA PAC, RA Suspension/ Cancellation / Grievance requests
	 2. Approval level – Approval level users (POEs) approves emigration clearance related application received from Central Processing Cell Users (CPC) using DSC authentication. POEs are also scrutiny level users for RA related applications. POEs receives PAC request from scrutiny level users in their office and forward to PGE Users.

Indian Mission Users (Internet)	There are two types of privileges to the Indian Mission Users who require user id and password for login access
	 1. Scrutiny level – Scrutiny level users, performs following tasks and forward the applications to another scrutiny or approval level users -
	 (i) Process applications for
	  (a) FE Registration
	  (b) FE Renewal
	  (c) Change in registered FE's details
	  (d) FE Capacity enhancement
	  (e) FE Permit
	  (f) Grievances received
	  (g) FE PAC
	  (h) view reports/ details of applications submitted
	  (i) Upload documents
	 (ii) Create and forward FE/ FRA PAC, Grievance requests to other Indian Missions or PGE office users.
	 2. Approval level – Approval level users approves FE registration applications. FE permit/ FE PAC applications received by approval level Indian Mission users from scrutiny level users in their office and forward them to PGE Users.

User Type & Connectivity Mode	Type of Usage
MEA - Other Official Users (Internet)	(i) Generating MIS reports for analysis / policy planning
PBSK Helpline & Helpdesk (Secured Intranet over Internal WAN)	(i) Registering grievances (ii) Checking details regarding application/ registration status (iii) Registering issues raised by eMigrate users in the Helpdesk solution provided by SP (iv) Examining / analysing issues raised online by stakeholders and forward the concerned official.
PBBY Insurance Agency (Internet)	(i) Submitting insurance claim status as and when received in the system.
PDO Center (Internet)	(i) View the PDOT registered emigrant details and schedule (ii) Mark emigrant verified (iii) Mark attendance of emigrants to PDOT sessions (iv) Download Participation Certificate
PDO Nodal Agencies (Internet)	(i) Create, modify and deactivate profiles for empaneled PDO centers (ii) Define the non-working holidays of the centers under them
State Nodal Officer (Internet)	(i) Update and close grievances received and assigned to them

An indicative diagram is given below for the various types of users accessing the core application. SP shall be required to study the BoM given in the RFP to exactly understand the present deployment.
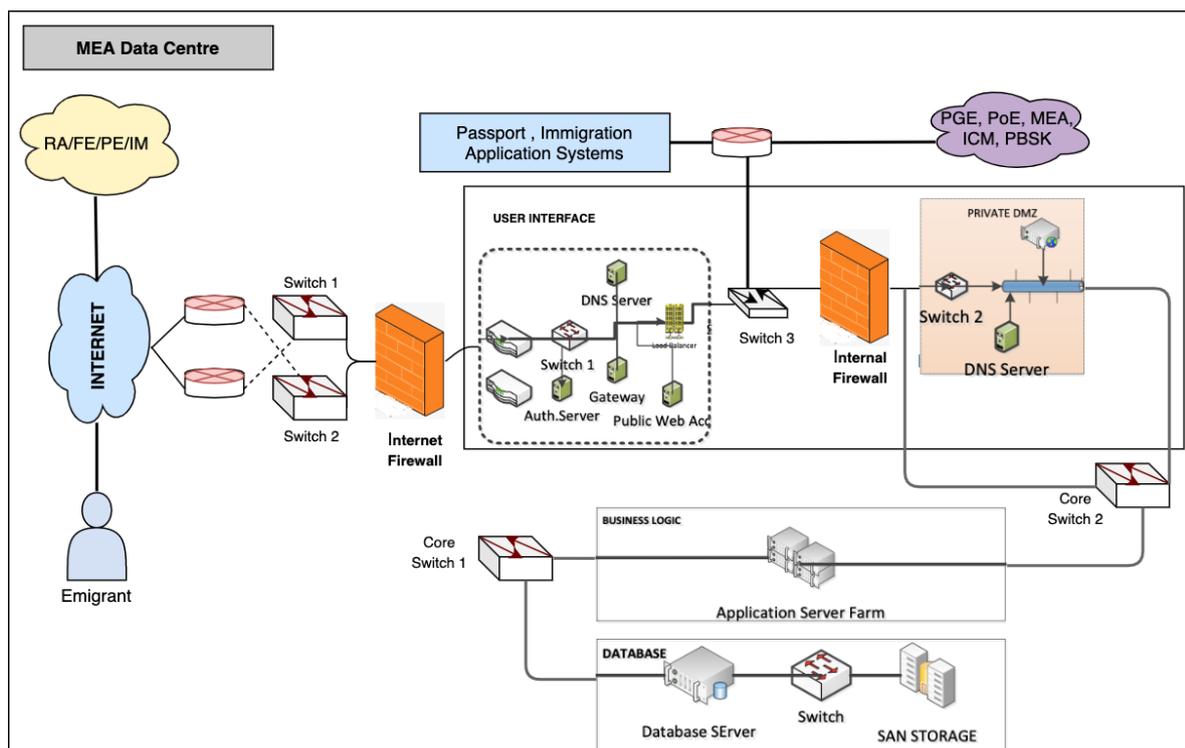
5.3   Gateways

The core application shall need to employ the following gateways:

    (i)   Web gateway

    (ii) XML gateway

    (iii) SMS gateway

    (iv) SMTP gateway

5.4   Presentation layer

The key components of the presentation layer include:

(i) **Personalization**: The core application software to provide users with a customized and personalized front-end. It allows users to view the information & services based on the user category (public/ agent/employer/government official) and user preferences (color, presentation theme) providing the user with a better quality and richer experience.

(ii) **Content Management**: The eMigrate application serves as a platform for delivery of official information on emigration to various stakeholders. The eMigrate application shall require to employs content management processes to ensure that the content delivered through the application are adhering to the uniform standards across the application.

(iii) **Cache Management**: Web caches are maintained on the web servers to store previous responses. Web caches reduce the amount of information that needs to be transmitted across the network, as information previously stored in the cache can often be re-used, especially in the case of large files like images. This reduces bandwidth & processing requirements of web server ensuring improved responsiveness.

5.4.1   Security layer and strategic controls

The core application software shall have a centralized security management foundation that would enable delivery of application and data to registered and public users in a secure manner. The users would be required to login using a username and password to access the application. Access to only those application resources would be provided that the user has authority to. The OE & PGE division shall have strategic control on the application and shall control actions and access to resources of all users including privileged users such as application/database administrators. A host-based security solution allowing policy-based control would be deployed for the same. The solution would intercept security-sensitive events in real-time and would evaluate their validity before passing control to the operating system. The solution would enable administrators to only have subsets of 'root'/'super user' authority and would thus prevent risk of information/data being misused by the administrators.

5.4.2   Data layer

The key components of the data layer include:

i)   Content repository:

The content repository stores the official information (announcements, new updates, content for the portal etc.)

ii) Document repository:

The document repository stores the scanned documents uploaded by various users (PGE/ PoE, Indian Mission, RA, FE/PE, MEA)

iii) Data aggregation:

Stores data about a large number of emigrants. For the purposes of reporting and analysis of large amounts of data, aggregation processes/tools shall be implemented. This results in significant performance benefits, opening up the opportunity for MEA to enhance its analysis and reporting capabilities and aid policy planning.

5.4.3   Monitoring Services

Suitable monitoring services/tools shall be required to track performance issues and transactions failures. The monitoring service would help in analyzing if the root cause of performance issues is in the monitored application, in connected back-end systems or at the network layer.

5.4.4   Architectural Requirements

The table below presents the architectural requirements:

S.No	Specification(s)
1.	**Scalability**: All components of the eMigrate system must support scalability to provide continuous growth to meet the requirements and demand of emigration environment. A scalable system is expected to handle increasing numbers of requests without adversely affecting the response time and throughput of the system.

S.No	Specification(s)
	The solution should support both vertical (the growth within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel) to provide continuous growth to meet the requirements and demand of MEA. A Storage solution (SAN) to cater to a minimum 10 TB initial capacity with scalability depending on the needs, arises in future needs to may be planned. SP Shall also plan for any processing storage required and the 2TB mentioned in section 3.5 for data migration
2.	**Inter-operability:** The entire application needs to be interoperable, in order to support information flow and allow integration with multiple heterogeneous applications and services offered by various Government departments and private service providers and should allow integration with various such applications. Considering the legacy database, there may also be a need to operate the core application software simultaneously with multiple storage technologies from different OEMs. The system should use open standards such as REST, SOAP, WSDL, XML, W3C etc. and other API gateway services to ensure easier integration with other applications, as per the need of the division.
3.	**Architecture:** Architecture of the core application software is important because it enables an application to meet and fulfill the non-functional requirements. The non-functional requirements define the runtime qualities such as scalability, deployability and reliability. They also define development time qualities including maintainability, testability, extensibility and scalability. The architecture that SP choose for the application shall determine how well it meets these quality requirements. The goal of the architecture is to structure the application as a set of loosely coupled services. The components or services and the connectors or the communication protocols, enable those services to collaborate. Each service can correspond to a different business function and can communicate using REST APIs, messaging, RPC etc. and should be independently deployable by fully automated deployment machinery and can be separately audited. Automation in every step like build automation, test automation, deployment automation etc. should be the key-enabler for establishing well-functioning architecture.
4.	**Performance:** The system is expected to be designed to ensure high performance and compliant to the defined service levels Performance considerations are paramount as poor performance of the eMigrate application would directly impact the end user experience. If the system performance degrades at immigration counters the queue time for the citizens

S.No	Specification(s)
	would increase exponentially. Hence, it is essential that the application should be responsive to meet the expectation of various stakeholders,

5.4.5 Network requirement

Network requirements are listed below: Link	Specification
1.	The PGE/ CPC / PBSK users shall communicate to the core application through a dedicated MPLS link (in addition to the VPN access provisioned)
2.	PoE shall connect to the core application through SD-WAN over internet (in addition to VPN access). The internet shall be provisioned by the office of the POE
3.	The immigration and Passport system shall be connected through dedicated point-to-point connectivity
4.	The secondary connection between passport/ immigration system with the eMigrate core application for secondary links shall be MPLS
5.	The network level redundancy shall be achieved through leased lines/ MPLS provisioned through two different PoPs **or through different telecom link providers**
6.	The networking devices including routers, switches shall be procured with sufficient number of ports for addressing the required bandwidth.
7.	Network Links & Bandwidth Requirements is tabulated below
S. No.	Complete Address of the Location	Type	Bandwidth
1	DR Site	ILL	8 Mbps
2	DR Site	ILL	8 Mbps
3	DC Site	ILL	8 Mbps
4	DC Site	ILL	8 Mbps
5	DC Site - for SLA Monitoring	ILL	2 Mbps
6	DC Site - for SLA Monitoring	ILL	2 Mbps
7	DC Site - Replication Link	MPLS	To be proposed by SP
8	DC Site - Replication Link	MPLS	To be proposed by SP
9	DR Site - Replication Link	MPLS	To be proposed by SP
10	DR Site - Replication Link	MPLS	To be proposed by SP

Network requirements are listed below: Link	Specification				
	11	Akbar Bhawan NOC Akbar Bhavan, Chanakya puri, New Delhi	MPLS	2 Mbps	
	12	Akbar Bhawan NOC Akbar Bhavan, Chanakya puri, New Delhi	MPLS	2 Mbps	
	13	BOI Shastri Park NIC Data Center, New Delhi or R.K.Puram, FRRO Office, New Delhi	MPLS	2 Mbps	
	14	BOI Shastri Park NIC Data Center, New Delhi or R.K.Puram, FRRO Office, New Delhi	MPLS	2 Mbps	
	15	Passport Data Center Chennai STPI, No. 5, SH 49A, Tharamani, Chennai, Tamil Nadu 600113	MPLS	2 Mbps	
	16	Passport Data Center Chennai STPI, No. 5, SH 49A, Tharamani, Chennai, Tamil Nadu 600113	MPLS	2 Mbps	
	17	All POE Offices (13 locations)	SDWAN	2 Mbps	

5.4.6   Server(s) requirement

S.No	Requirement
1.	Redundancy of N+1 shall be made available with respect to servers hosting all the critical components of architecture including web, application, database, and DNS in high-availability mode
2.	Server clusters shall be implemented in active-active mode.
3.	Size of each server or total number of servers in a cluster implemented for the solution shall be determined in a manner to ensure that no performance degradation happens, even if a particular server is unavailable.
4.	System shall provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system
5.	The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions

5.4.7 Security Requirement

The overall system shall adhere to highest security standards at all layers namely

(i)   User layer

(ii)   Application Layer

(iii) Network Layer

(iv) Infrastructure Layer

The diagram below depicts the requirement
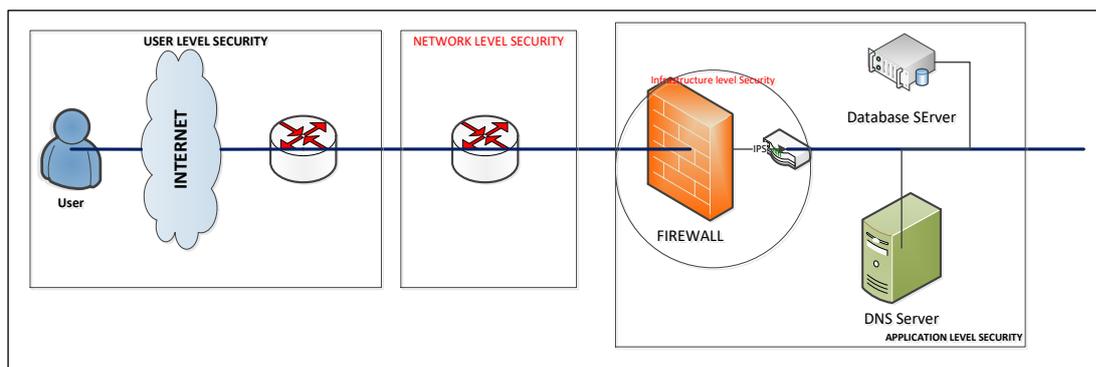
S.No	Requirement
1.	USER MACHINE LEVEL SECURITY
1.1.	Restricted areas of the application should be accessible only from machines that have a valid digital certificate installed or from machines that are on internal WAN. Digital certificate-based VPN connectivity should be implemented.
1.2.	DSC (Digital Signature Certificates) shall be distributed by an authorized CA using PKI
1.3.	System shall maintain an access audit log entry when this form of authentication is used to access the system.
1.4.	System shall not allow any such certificates that are not verified by the certifying authority established/ assigned for the eMigrate system.
1.5.	System shall check the client certificate against the certificate revocation list (CRL) specified in the certificate to confirm that the certificate has not been revoked.
1.6.	System should drop the connection if the certificate has been revoked, the certificate is expired or not yet valid, or is in a current CRL
1.7.	Random key generation should be demonstrably good. Private keys should be stored in hardware modules.
1.8.	DSCs shall ensure compliance to the guidelines defined by the CCA http://www.cca.gov.in/sites/files/pdf/guidelines/CCA-IVG.pdf
2.	**Application level security**
2.1.	Authentication and authorization
2.1.1.	System should prompt the user to provide username/password to access restricted areas of the application

S.No	Requirement
2.1.2.	Each user shall maintain unique user id.
2.1.3.	The password complexity parameters are recommended to be specified as follows: (i) Minimum password length – 8 Characters (ii) Mixed case – Mandatory (iii) Alpha-numeric – Mandatory (iv) Special character – mandatory (v) Password expiry – 45 days (vi) Password history – 5 (vii) Account lock out – After 3 successive wrong password attempts (viii) Account lock out period – 45 Minutes (ix) Consecutive characters should not be allowed (x) Session time out – 30 minutes All the above should be configurable.
2.1.4.	System shall have the functionality to allow formation of user groups. Users may be assigned to one or more user groups
2.1.5.	System shall allow the administrator to define the access groups/policies in the system.
2.1.6.	Users shall be required to log in only once to access the functions they are authorized to access. Once logged in all functions to which the user has access should be visible to the user
2.1.7.	System should only store encrypted user credentials in the database
2.1.8.	System shall have a strong audit function. The log files shall be available in a flat file format. The log files shall be maintained for a time period as defined in log retention guidelines The log files shall be systematically backed up which shall be required in times of any forensic examination
2.1.9.	System shall track and report any suspicious user actions (e.g. multiple login attempts)
2.2.	Encryption of passport details
2.2.1.	The following passport details should be stored in an encrypted format in the database: (i) Passport number (ii) Passport expiry date
2.2.2.	Only the eMigrate application should be able to access the above mentioned passport details —other applications should not be able to decrypt the data.
2.2.3.	Robust symmetric encryption algorithms should be employed (e.g. DAES)
3.	S3 Infrastructure level security

S.No	Requirement
3.1.	The application infrastructure should be hosted in a Demilitarized Zone (DMZ) set up by using firewall
3.2.	The application server and database servers should be accessed only through a firewall.
3.3.	Firewalls and IPS devices should be hosted on separate servers.
3.4.	Firewall should support a zero-day attack prevention mechanism. 3PAA will examine the firewall during audits. The 3PAA should be a CERT-IN empaneled vendor.
3.5.	CERT-IN guidelines shall be complied with for Server hardening
3.6.	Gateway level anti-virus system should be deployed to defend virus and worm attacks Antivirus shall be up to date at any given time
4.	Network level security
4.1.	All transactions conducted on the network shall be encrypted using SSL including passport details. Industry standard/ IT Act compliant encryption techniques/ technology shall be used for this purpose.

5.4.8 Identity Card Requirement

SLIC – Special Laminated Identity Cards will be issued as per the specifications indicated below:

Specification for ICARD	
Size	85.6 mm x 53.98 mm
Thickness	0.76 mm
Language	English
Material	PVC or suitable material Scratch resistant Color efficient
Critical requirement	Rounded corner (3.18mm) Color photograph Text in dark black ink Laminated & water resistant Conformity to ISO/IEC 7810 – ID1 specifications

5.4.9 Email service

The functional specifications of the email service are provided below -

S.No	Functional Specification
(i)	System should use a reliable SMTP server for sending and receiving emails
(ii)	System should allow creation and configuration of various mailboxes (around 10 functional mailbox accounts with minimum mailbox size of 50 MBs)

S.No	Functional Specification
(iii)	System should allow templates to be created for composing emails. System should provide a user interface to create and manage the actual emails that is used for sending mails from the application
(iv)	System should provide standard functions for sending mails from the application
(v)	System should support HTML and RTF messages
(vi)	System should be able to generate reports on email delivery and able to publish the metrics based on email tags.
(vii)	System should allow debugging of any issues encountered while routing emails
(viii)	System should maintain a copy of the emails sent from the eMigrate application
(ix)	System should support periodic archiving of emails

5.4.10 Content Management System

The functional specifications of the content management system are provided below -

S.No	Functional Specification
(i)	System should allow content management on the portal
(ii)	System should allow management of the complete content and document management lifecycle processes including content creation, updating and approval
(iii)	System should allow creation of templates that could be directly used for creating content
(iv)	System should allow content creation and management using tools like a browser etc.
(v)	System should be capable of working simultaneously with multiple database instances and should interoperate with multiple databases for content retrieval. System will be integrated with the content management system such that important alerts and notifications appear on the home page of the user.
(vi)	System should allow management of contributor, managerial rights and privileges according to the predefined roles for security and to ensure that participants are undertaking suitable and appropriate tasks.
(vii)	System should tag content with metadata to allow easy and quick access
(viii)	System should store content as reusable XML, HTML etc.
(ix)	System should be able to provide support for managing content in XML or other format via portal and for exposing content and functionality within the system as standard XML
(x)	System should be able to import and export content and template objects for deployment and replication between servers
(xi)	System should support controlled access to the content
(xii)	System should provide integration with external web-based applications
(xiii)	System should be able to organize the contents on the basis of topics
(xiv)	System should provide centrally controlled auditing, expiration & retention policies.

S.No	Functional Specification
(xv)	System should be able to provide a full-text search option to search content based on text.
(xvi)	System should be able to provide a single sign-in feature for accessing the application and content management portal
(xvii)	System should allow Content management system user to have access to a web page repository containing all types of media files-images, PDFs, videos, word files etc
(xviii)	System should be able to maintain error logs and provide audit trail logs to improve content availability
(xix)	System should be able to maintain archives folder-wise based on year of publication. User can access any of these by accessing the respective folder.
(xx)	System should allow all popular file formats (like images, PDF, doc and some format of videos) can be uploaded and downloaded. Print feature should be available for content in doc and PDF format.

5.4.11 Host Based Security System

The functional specifications of the host-based security system provided below are not exhaustive. SP will be required to document detailed requirements related to host based security in consultation with MEA and as per industry standards.

S.No	Functional Specification
(i)	System should allow controlling of access to all system resources including data files, devices, processes/daemons and audit files.
(ii)	System should intercept security-sensitive events in real-time and evaluate its validity before passing control to the OS.
(iii)	System should be the first layer of security for the system, and any access prevented it should not be overridden by the OS, even if OS permissions directly permit such access.
(iv)	System should be non-intrusive. It should make no changes to the operating system kernel or binaries. Software must allow for quick uninstall if necessary.
(v)	System should provide fine grained user control and should allow controlling actions and access to resources of all users including privileged accounts such as root / administrator
(vi)	System should enable the administrators to share subsets of root authority among different administrators based on their functional roles
(vii)	System should provide network source controls. It must be able to restrict user login from specific machines / hosts / terminals for network access or physically connected terminals such as dumb terminals.
(viii)	System should provide Operating System (OS) security hardening and extra levels of access control to the platform.

6. Functional Requirements

The core application software shall be the comprehensive solution that facilitates the delivery of services to various stakeholders in the emigration process. All requisite forms to be filled by users such as FS/RA etc., are available on eMigrate website. This section describes the functional specifications of the application that are required.

6.1 Raise Recruitment Demand by Foreign Employer (FE)

S.No	Functional Specification
6.1.1	**Raise Demand through RA**
(i)	Only FE registered through Indian Mission can access this function
(ii)	System should mandatorily seek the following information: (a) Profession (b) Number of workers to be recruited for the profession (c) RA associated for recruitment (searchable by RA Id or RA name) (d) Visa Quota/Demand Approval Number issued by Government of the FE domicile country. A copy of that needs to be uploaded (maximum size 20 KB) (e) Date of validity/expiry of the visa quota/demand approval no. (as per (iv) above) (f) Wages, terms and conditions of the employment
(iii)	Upon successful submission of the application, system forwards it to the concerned RA
(iv)	System shall allow the FE to delete the demand submitted by him, if not accepted by RA as yet
(v)	System allows FE to view previously submitted demands and all details associated with it.
(vi)	System allows PoE/PGE/Indian Mission to disable the demand for the vacancies against which EC is not granted till then
(vii)	System seeks a reason for disabling of the demand
(viii)	System does not allow registration of emigrants against the disabled demand
(ix)	System allows Indian Mission officials/PoE/PGE to search for disabled job IDs associated with a foreign employer and enable it
(x)	System seeks reason for enabling of the job ids.
6.1.2	**Demand Acceptance by RA**
(i)	Once the FE submits the demand, it comes in the RA queue where RA can either accept or reject the demand
(ii)	The RA will have an option to accept any number of vacancies lesser or equal to the total vacancies raised by FE.
(iii)	Once accepted, no changes can be done in the demand request
(iv)	The number of vacancies accepted in the demand will be counted in the total capacity of that RA. In case RA has less capacity than the number of vacancies in that demand, FE is not allowed to raise demand for that RA

6.2 Emigration Clearance Service

S.No	Functional Specification
6.2.1	**Case 1: Emigration Clearance through RA**
(i)	System allows RAs to submit emigration clearance applications online against the demand received by him from FE or by registering FE himself.
(ii)	System should allow uploading of following documents by RA (a) Employment Contract (b) Visa Copy Total size not exceeding 50 KB
(iii)	System should seek following details from RA while applying for emigration clearance – (a) Name of Emigrant (b) Profession (c) Address of the Emigrant (d) Passport details (Passport number, Passport Type, Place of Issue, Issue and Expiry Date) (e) Date of Birth (f) Gender (g) Father's name (h) Contact number (i) Visa number, visa type, issue date and expiry date (j) Details of Contact person in case of Emergency (in India) (k) Nominee details for PBBY Insurance policy (l) Dependent details for PBBY Insurance policy
(iv)	After successful submission, system should generate a unique acknowledgement no. and should direct the RA to purchase PBBY policy for the emigrant
(v)	System has an interface with online payment gateway for payment of emigration fees of Rs 200/- using the unique acknowledgment no.
(vi)	On successful payment of the fees, system forwards the application for passport validation
(vii)	Once passport is validated, system forwards the application to CPC users for initial scrutiny. For passport validation rejected cases, RA can re-apply EC with corrected details without paying EC fees again.
(viii)	After CPC, the application will reach in the queue for POE for Approval/Rejection
(ix)	After approval by POE, the emigrant's data is forwarded to BoI for verification.
(x)	No. of Emigration clearance applied and approved (excluding rejection) cannot be more than the number of vacancies accepted by RA in the demand received from FE
6.2.2.	**Case II: Emigration Clearance by FE in case of direct recruitment**

S.No	Functional Specification
(i)	System allows FEs to submit emigration clearance applications online for emigrants directly recruited by him. The maximum limit of directly recruited emigrants is 10.
(ii)	System should seek following details from FE while applying for emigration clearance – (a) Name of Emigrant (b) Profession (c) Address of the Emigrant (d) Passport details (Passport number, Passport Type, Place of Issue, Issue and Expiry Date) (e) Date of Birth (f) Gender (g) Father's name (h) Contact number (i) Visa number, visa type, issue date and expiry date (j) Details of Contact person in case of Emergency (in India) (k) Nominee details for PBBY Insurance policy (l) Dependent details for PBBY Insurance policy
(iii)	System should allow uploading of following documents by FE (a) Employment Contract (b) Visa Copy Total size not exceeding 50 KB
(iv)	After successful submission, system should generate a unique acknowledgement no. and should direct the FE to purchase PBBY policy for the emigrant
(v)	System has an interface with online payment gateway for payment of emigration fees of Rs 200/- using the unique acknowledgment no.
(vi)	On successful payment of the fees, system forwards the application for passport validation
(vii)	Once passport is validated, system forwards the application to Indian Mission users for attestation. For passport validation rejected cases, FE can re-apply EC with corrected details without paying EC fees again.
(viii)	Once the application reaches the queue of the Indian Mission, Mission will attest the requisite documents and enter the attestation number and submits
(ix)	The application comes to CPC user queue for initial scrutiny.
(x)	After CPC, the application will reach the queue of POE for Approval/Rejection
(xi)	After approval by POE, the emigrant's data is forwarded to BoI for verification.
6.2.3.	**Case III: Emigration Registration for mandatory cases where BOI verification is required (at present for ECNR emigrants going to IRAQ) by RA or emigrants recruited directly by FE**

S.No	Functional Specification
(i)	System allows RAs to submit emigrant's registration application against the demand received by him from FE and allows FEs to submit emigrant's registration application in case of direct recruitment by FE
(ii)	System should seek following details from RA/FE while applying for emigration registration – (a) Name of Emigrant (b) Profession (c) Address of the Emigrant (d) Passport details (Passport number, Passport Type, Place of Issue, Issue and Expiry Date) (e) Date of Birth (f) Gender (g) Father's name (h) Contact number (i) Visa number, visa type, issue date and expiry date (j) Details of Contact person in case of Emergency (in India)
(iii)	System should allow uploading of following documents - (a) Employment Contract (b) Visa Copy Total size not exceeding 50 KB
(iv)	After successful submission, system should generate a unique acknowledgement no.
(v)	Purchase of PBBY policy is optional in this case
(vi)	System forwards the application for passport validation
(vii)	Once passport is validated, system forwards the application to Indian Mission users for attestation. For passport validation rejected cases, RA/FE can re-apply with corrected details.
(viii)	Once the application reaches the queue of the Indian Mission, Mission will attest the requisite documents and enter the attestation number and submits
(ix)	After successful submission, the emigrant's data is forwarded to BoI for verification.
6.2.4.	**Case IV: Emigrant Registration by RA where BoI verification is not required**
(i)	System allows RAs to submit emigrant's registration application against the demand received by him from FE
(ii)	System should seek following details from RA/FE while applying for emigration registration – (a) Name of Emigrant (b) Profession (c) Address of the Emigrant

S.No	Functional Specification
	(d) Passport details (Passport number, Passport Type, Place of Issue, Issue and Expiry Date)
	(e) Date of Birth
	(f) Gender
	(g) Father's name
	(h) Contact number
	(i) Visa number, visa type, issue date and expiry date
	(j) Details of Contact person in case of Emergency (in India)
(iii)	System should allow uploading of following documents - (a) Employment Contract (b) Visa Copy Total size not exceeding 50 KB
(iv)	After successful submission, system should generate a unique acknowledgement no.
(v)	Purchase of PBBY policy is optional in this case
(vi)	System forwards the application for passport validation
(vii)	Once passport is validated, details of the emigrant are submitted in the system for use in monthly return process. For passport validation rejected cases, RA can re-apply with corrected details.
6.2.5.	**Case V: Emigrant Registration through public portal**
(i)	Any emigrant not requiring emigration clearance can directly register on the external interface of the website voluntarily by providing following details – (a) Name of Emigrant (b) Profession (c) Address of the Emigrant (d) Passport details (Passport number, Passport Type, Place of Issue, Issue and Expiry Date) (e) Date of Birth (f) Gender (g) Father's name (h) Contact number (i) Visa number, visa type, issue date and expiry date (j) Details of Contact person in case of Emergency (in India)
(ii)	The data is not be sent to BOI in such cases
	Emigration Clearance Approval Workflow
6.2.6.	**Processing of emigration clearance application by CPC**
(i)	The Emigration Clearance applications submitted shall appear in the CPC user login on FIFO basis

S.No	Functional Specification
(ii)	The list shall show the name of emigrant, visa no, passport no, view documents options on the home page itself. On Clicking the visa no, the complete application can be viewed in editable mode along with documents uploaded.
(iii)	CPC shall also have a facility for marking the mobile number as verified.
(iv)	On home page itself, CPC user can submit his observation through a drop-down list and forward the application to POE
(v)	System should allow the users to add notes to the application
(vi)	Applications submitted to POE can also be viewed in parallel by all users in that POE office. The POE users can update remarks and upload documents, if required.
6.2.7.	**Processing of application by PoE**
(i)	Only authorized PoE will be allowed to access the emigration clearance approval function
(ii)	The list shall show the EC applications forwarded by CPC users. Name of emigrant, RA name, visa no, passport no, view documents options shall be shown on the home page itself. On Clicking the visa no, the complete application can be viewed in editable mode along with documents uploaded.
(iii)	POE can upload the documents, if required.
(iv)	System should allow the users to add notes to the application
(v)	System should allow the POE to update the status of multiple applications at one go and should require the DSC validation. The following status should be allowed: (a) Approved (b) Rejected, with reason for rejection
(vi)	System to maintain the documents submitted/application details even if the application has been rejected.
(vii)	System sends an SMS to the emigrant informing him of the approval/rejection of the registration application, in case mobile no. is verified by CPC during EC application stage
(viii)	System to allow the user to view applications that were previously approved or rejected by him. Additionally, the user should be able to view applications approved/rejected in a period (by specifying a start date and end date).

6.3   Insurance Claim facilitation service

The functional specifications of the insurance facilitation service are provided below:

S.No	Functional Specification
(i)	System to allow recording of emigrant eventualities
(ii)	System to allow all public and registered users to access this function
(iii)	System should allow recording of occurrence of any emigrant eventuality. The following details should be sought mandatorily: (a) Emigrant name (b) Passport number

S.No	Functional Specification
	(c) Eventuality details like type, date of occurrence
	(d) Country where the eventuality occurred
	(e) Reported by
	(f) Policy no and visa no
	(i) Upload supporting documents
(iv)	After submission, the system routes the case to POE under whose jurisdiction emigrant resides to initiate/assist in the insurance claim.
(v)	PoE (to whom the case has been routed) shall view a list of various cases where facilitation in insurance claim is required
(vi)	System allows the user to update the case with notes/comments. System should allow the POE to update the status of the case.
(vii)	System allows the POE to forward the claim to the concerned Insurance Agency. POE can also route the request to any other official user available in the system.
(viii)	Insurance agency user can update the status of the application online

6.4   Online PBBY Policy purchase

S.No	Functional Specification
(i)	System should allow online purchase and renewal of PBBY policy by way of integrating with the active PBBY Insurance Agencies using API gateway integration techniques
(ii)	System should allow purchase of policy only in case for the emigrants already registered in the system either through recruited by RA or PE or by FE (in case of direct recruitment)
(iii)	Case 1: Emigrants holding ECR passport and departing to ECR country and thus requiring emigration clearance
	(a) System should ask the purchaser to select the duration (2 years or three years) of the policy and the name of PBBY Insurance Agency vendor through which he wishes to purchase. Based on the selection of the duration, the PBBY amount shall be displayed on the screen.
	(b) System to route the request to the chosen insurance vendor via HTTPS/REST interface for purchasing the policy along with the details of emigrant (such as Name, DOB, Address, Father's name, PP No., Mobile No., Nominee and dependent details etc.) provided at the time of submitting emigration clearance application
	(c) System should ask the purchaser to mandatorily upload the copy of PBBY policy for getting his emigration clearance application processed by the concerned officer.
	(d) Purchase of PBBY policy and payment should be then taken place through the system of selected PBBY Insurance agency System. Once the transaction is completed, success message is received from the PBBY Insurance Agency

	system and displayed to the purchases and also save in the system for further processing
(iv)	Case 2: Emigrants registered by their RA or FE but not requiring mandatory emigration clearance
	(a) System to allow purchase the policy as per the above steps except that copy of PBBY policy is not required to be mandatorily uploaded.

6.5   RA registration service

The functional specifications of the RA registration service are provided below:

S.No	Functional Specification
(i)	System to allow public users to apply for registration as Recruiting Agent
(ii)	System should seek details as per the RA registration form and can upload the document upto 3 MB in 300 dpi
(iii)	System should not allow registration for a name of Agency which already exists as Active in the system
(iv)	System should check if the details entered match those of an existing RA. An alert message should be displayed to the applicant and to the processing officer if any of the following fields matches: (a) Applicant's PAN number (b) GST No. (c) Proprietor/ Director/MD name
(v)	System should allow uploading of mandatory and optional scanned copies of supporting documents/attachments. The documents must be stored in a centralized data repository
(vi)	An option for soft copy of RC to be given to applicant at the time of application submission
(vii)	System should allow the applicant to choose application type (a) 50 lakh Bank Guarantee (b) 8 lakh Bank Guarantee
(viii)	System should provide an interface with online banking gateway to allow the user to make RA registration payment (Rs.25,000 or Rs. 10,000) as per the application type
(ix)	Upon successful submission, system should generate an application reference number.
(x)	System should only allow authorized PGE user to access the RA registration applications. The RA registration application is first to be scrutinized by a PGE user and then forwarded to PGE for approval. PGE user can also notify the POE users to upload certain documents like site/police verification report etc.
(xi)	System should display the list of RA registration applications pending, to the PGE user

S.No	Functional Specification
(xii)	System should allow the PGE user to view and edit details for any application with details as filled by the applicant and to view the uploaded documents and further upload any document, if required.
(xiii)	System should allow PGE user to forward the application to any other user in PGE division
(xiv)	System should allow user to enter notes/comments/investigation/verification for each application
(xv)	System should allow PGE to approve/reject RA registration applications and should require the PGE to authenticate his DSC while approving/rejecting the application. System shall seek a reason in case of rejection/approval of the application
(xvi)	Upon registration approval the system should: (a) Generate a unique RA id (b) Generate an application login id and password and send over email to the RA to allow him to register the DSC
(xvii)	On approval of application with 8 lakh BG, capacity of the accepted demand should be set as 100 for the RA. On approval of application with 50 lakh BG, capacity of the accepted demand should be set as 1000+ for the RA.

6.6   RA Renewal service

The functional specifications of the RA renewal service are provided below:

S.No	Functional Specification
(i)	System should allow RAs to submit the RA renewal form online
(ii)	System should allow RA under his login to submit application for its registration renewal
(iii)	RAs which are deactivated/expired should be able to submit their application as public user using OTP on registered mobile no. by providing the reason for delay (if applicable)
(iv)	System should allow uploading of mandatory and optional scanned copies of supporting documents upto 3 MB size. The documents must be stored in a centralized data repository.
(v)	An option for soft copy of RC to be given to applicant at the time of application submission
(vi)	System should provide an interface with online banking gateway to allow the user to make RA renewal payment
(vii)	Upon successful submission, system should generate an application reference number
(viii)	The RA renewal application is first scrutinized by a PGE user and then forwarded to PGE for approval. PGE user can also forward to any other user in the division.
(ix)	System should display the list of RA renewal applications pending approval, to the PGE user

S.No	Functional Specification
(x)	System should allow the PGE user to view and edit details for any application with details as filled by the applicant and to view the uploaded documents and further upload any document, if required.
(xi)	System should allow PGE user to enter notes/comments.
(xii)	System should allow PGE to approve/reject RA renewal applications and should require the PGE to authenticate his DSC while approving/rejecting the application. System must seek a reason in case of rejection of the application. On approval, PGE shall select the expiry date of the RC
(xiii)	Upon renewal approval the system should: (a) Generate a unique RA id (b) Generate an application login id and password and send it over email to the RA to allow him to register the DSC

6.7   RA Capacity Enhancement

The functional specifications of the RA renewal service are provided below:

S.No	Functional Specification
(i)	System should allow RAs to submit the RA renewal form online
(ii)	System should allow RA under his login to submit application for its registration renewal
(iii)	RAs which are deactivated/expired should be able to submit their application as public user using OTP on registered mobile no. by providing the reason for delay (if applicable)
(iv)	System should allow uploading of mandatory and optional scanned copies of supporting documents. The documents must be stored in a centralized data repository.
(v)	System should seek the capacity to which RA wants to upgrade his RC e.g. RA can upgrade his existing capacity to 200/300/400/500/1000+
(vi)	System should provide an interface with online banking gateway to allow the user to make Capacity Enhancement payment (Rs. 10000/-)
(vii)	Upon successful submission, system should generate an application reference number.
(viii)	The Capacity Enhancement application is first scrutinized by a PGE user and then forwarded to PGE for approval. PGE user can also forward to any other user in the division.
(ix)	System should display the list of Capacity Enhancement applications pending approval, to the PGE user
(x)	System should allow the PGE user to view and edit details for any application with details as filled by the applicant and to view the uploaded documents and further upload any document, if required.
(xi)	System should allow PGE user to enter notes/comments.

S.No	Functional Specification
(xii)	System should allow PGE to approve/reject Capacity Enhancement applications and should require the PGE to authenticate his DSC while approving/rejecting the application. System must seek a reason in case of rejection of the application.
(xiii)	Upon approval the system should upgrade the capacity of the RA and update Registration certificate (RC)

6.8   Registration Certificate (RC) Updation

The functional specifications of the RC Updation service are provided below:

S.No	Functional Specification
(i)	System should allow RAs to submit the RC update form online

(ii)	System should allow RA under his login to submit application to edit/add RC details such as –
	    (a) Name of Agency
	    (b) Address
	    (c) Name of Proprietor/Partner/Director/MD
	    (d) Branch Office
	Phone number

(iii)	RAs which are deactivated/expired should not be able to submit their application
(iv)	System should allow uploading of mandatory and optional scanned copies of supporting documents. The documents must be stored in a centralized data repository.
(v)	An option for soft copy of RC to be given to applicant at the time of application submission
(vi)	Upon successful submission, system should generate an application reference number
(vii)	The RC update application is first scrutinized by a PGE user and then forwarded to PGE for approval. PGE user can also forward to any other user in the division.
(viii)	System should display the list of applications pending, to the PGE user
(ix)	System should allow the PGE user to view and edit details for any application with details as filled by the applicant and to view the uploaded documents and further upload any document, if required.
(x)	System should allow PGE user to enter notes/comments.
(xi)	System should allow PGE to approve/reject RC update applications and should require the PGE to authenticate his DSC while approving/rejecting the application. System must seek a reason in case of rejection of the application.
(xii)	On approval, the system should update the RC details of that RA with history of old data retained.

6.9   RA Rating service

MEA shall conduct periodic rating of RA's performance through third party surveys as well as using the data captured in the eMigrate system. The SP will be required to provision

availability of related data in the format and manner asked by division. The functional specifications of the RA rating service are provided below:

S.No	Functional Specification
(i)	System to allow RA ratings to be captured by PoEs who are charged to assess RA performance basis of online activity of RA
(ii)	Only authorized users (PGE/PoE) officers can have access to the RA rating services
(iii)	System to allow ratings to be uploaded every 6 months July and January (twice a year). This should not be hard coded and should be made configurable as per policy.
(iv)	System to allow PoE to rate RA performance subject to the below defined parameters: (a) Number of Emigration Clearances obtained (Calendar year) (b) Number of ECNR category emigrants deployed (Calendar year) (c) Fulfillment of demand (Deployed by the RA vs Demand raised in eMigrate for the RA) (d) Number of grievances received against RA vs Number of emigrants deployed by RA (e) Number of grievances resolved by RA vs Number of grievances received against RA (f) Average time in closure of grievances (g) Number of suspension (if any) vs Number of emigrants deployed (h) Updating of website of RA providing transparent information to emigrants (i) Status of online Monthly Returns Submission (j) Foreign Exchange earned during the calendar year by RA through recruiting activities
(v)	System to allow PoE executive to upload of RA's rating through a predefined format hosted in the RA rating module. The format should have the following parameters in accordance with which the RA rating is to be finalized based on maximum scores assigned by the division to each parameter: Whether – (a) Detailed information available on RA's website (b) Validity Status of RA displayed on RA's website (c) Prescribed Services Offered – Recruitments and Fees – displayed on RA's website (d) Cost of each service provided (e) Modes of Payment of Service charges provided (f) Grievance Redressal Mechanism / Efficiency (Contact details displayed on website) (g) Vacancies available Country, Employer, Job Role Data displayed on website matches with eMigrate system data
(vii)	System to allow the PGE officer user to search an RA by providing any of the following details and their rating

S.No	Functional Specification
	(a) RA name
	(b) RA id

6.10 FE Registration service/FRA

The functional specifications of the FE registration service are provided below:

S.No	Functional Specification
(i)	System should allow public user to submit FE registration form online for individual and non-individual types of Fes of various capacities available on eMigrate website.
(ii)	System should seek details as per the FE registration form
(iii)	System should check if the details entered match those of an existing FE. An error message should be displayed if any of the following fields match and further processing should be stopped: (a) FE name (b) CR no for non-individual cases and personal identity no for individual cases
(iv)	System should allow uploading of mandatory and non-mandatory scanned copies of supporting documents. The documents must be stored in a centralized data repository.
(v)	Upon successful submission, system should generate an application reference number.
(vi)	System should allow only authorized Indian Mission officials to access the FE registration function. The registration request is first scrutinized by an authorized Indian Mission executive. It is then forwarded to the designated Indian Mission officer / head for approval. In case Indian Mission executive user is not there, then application will go to Indian Mission Officer directly.
(vii)	System should allow the Indian Mission user to update the FE registration request. Analysis of FE records in the eMigrate system should be shown to the IME and IMO
(viii)	System should allow IM user to enter notes/comments.
(ix)	System should allow the designated Indian Mission officer to approve/reject the request. System must seek a reason in case of rejection of the request. Upon approval, system should (a) Generate a unique FE id (b) Generate an application login id and password for the FE (c) Send automatic mail to the FE with the login credentials

6.11 PE Permit Application service

The functional specifications of the Permit Application service are provided below:

S.No	Functional Specification
(i)	System should allow public user to submit PE permit form online.
(ii)	System should seek details as per the Permit application form

S.No	Functional Specification
(iii)	System should check if the details entered match those of an existing PE. An error message should be displayed if any of the following fields match and further processing should be stopped: (a) PE name (b) Company Registration no. And the user should be asked to apply for permit from his login which was created on approval of the previous permit application.
(iv)	System should allow uploading of scanned copies of mandatory and non-mandatory documents. The documents must be stored in a centralized data repository.
(v)	System should provide an interface with online banking gateway to allow the user to make permit application payment (Rs. 2000/-)
(vi)	Upon successful submission, system should generate an application reference number.
(vii)	System should allow only authorized PGE user to access the PE registration function the registration request is first scrutinized by an authorized PGE user. It is then forwarded to PGE for approval/rejection. PGE user can also forward it to any other PGE user.
(viii)	System should allow the PGE user to edit the permit application. PE records in the eMigrate system for earlier permit related transaction to be made available in the system.
(ix)	System should allow the PGE to approve/reject the request. System must seek a reason in case of rejection/approval of the application.
(x)	Upon approval, system should generate a unique Permit id and generate a login id and password and send it over email to the PE for future use

6.12 Recruiting Agent Suspension Service

The functional specifications of the Recruiting agent suspension service are provided below:

S.No	Functional Specification
(i)	System should allow suspension of RA
(ii)	System should allow only authorized PGE/ PoE users for raising suspension request
(iii)	System should seek the following details from the user for raising the request: (a) RA id or RA name (Searchable) (b) Reason for suspension (c) Upload document (d) Associated grievances (if any) with the provision to view the grievances available in the system
(iv)	After completion of the details, the user should be able to forward it to any other PGE user or forward it to PGE for approval/rejection.
(v)	System should allow the PGE to approve / reject the request
(vi)	Upon approval, system should update the RA details to reflect suspension.

S.No	Functional Specification
	In case of suspension, system should not allow RA to accept any new demand or apply for any new EC. However, RA should be able to login in his account and do other activities not related to EC approval or demand.
(vii)	System should allow PGE user to raise a request to revoke suspension and processing steps will remain same.
(viii)	System should ask for the reason for revocation of suspension
(ix)	System should allow the user to upload any supporting documents
(x)	System should allow the PGE to approve / reject the revocation request. Upon approval, system should update the RA details to reflect that it is no longer suspended. However, history of suspension and revocation must be maintained and displayed as part of the RA details. RA should again be allowed to apply for EC or accept demand.

6.13 Recruiting Agent Cancellation Service

The functional specifications of the Recruiting agent cancellation service are provided below:

S.No	Functional Specification
(i)	System should allow cancellation of RA
(ii)	System should allow only authorized PGE/ PoE users for raising cancellation request
(iii)	System should seek the following details from the user for raising the request: (a) RA id or RA name (Searchable) (b) Reason for cancellation (c) Upload document (d) Associated grievances (if any) with the provision to view the grievances available in the system
(iv)	After completion of the details, the user should be able to forward it to any other PGE user or forward it to PGE for approval/rejection.
(v)	System should allow the PGE to approve / reject the request
(vi)	Upon approval, system should update the RA details to reflect cancellation. In case of cancellation, system should not allow RA to login in his account.
(vii)	System should allow PGE user to raise a request to revoke cancellation and processing steps will remain same.
(viii)	System should ask for the reason for revocation of cancellation
(ix)	System should allow the user to upload any supporting documents
(x)	System should allow the PGE to approve / reject the revocation request. Upon approval, system should update the RA details to reflect that it is no longer cancelled. However, history of cancellation and revocation must be maintained and displayed as part of the RA details. RA should be able to log-in in his account after revocation.

6.14 Foreign Employer Prior Approval Category (PAC) service

The functional specifications of the Foreign Employer PAC service are provided below:

S.No	Functional Specification
(i)	System should allow putting any FE into Prior Approval Category (PAC) List
(ii)	System should allow only authorized Indian Mission and PGE/POE users to access the service
(iii)	System should seek the following details - (a) Searchable for registered FEs. In case FE is not registered, following details should be captured like – 1) FE Name 2) CR number 3) Personal Identification number 4) Name of Authorized signatory 5) Address 6) Country (b) Reason for addition to PAC List (c) Associated grievances (if any)
(iv)	System should allow uploading of relevant documents
(v)	Upon completion of details, user should be able to save the request and forward it to any other IM/PGE/POE user
(vi)	System should allow the PGE to approve / reject the request for addition in PAC list
(vii)	Upon approval, system should update the FE details/status to reflect listing in PAC. System should not allow such FE to raise new demand. RA should not be able to apply for fresh EC for FE in PAC list POE should not be able to approve any fresh EC for FE in PAC list
(viii)	System should allow PGE/POE/Indian Mission users to raise the request to remove the FE from PAC list by searching for it in the system.
(ix)	System should seek the reason for removing the FE from PAC list
(x)	System should allow the user to upload any supporting documents
(xi)	System should allow the PGE to approve / reject the request for removal from PAC list
(xii)	Upon approval, system should update the FE details to reflect that it is no longer included in PAC List and FE should be allowed to raise new demand and RA can now apply for fresh EC against this FE. However, history of PAC List and revocation must be maintained and displayed as part of the FE details.

6.15 Grievance management service

The functional specifications of the grievance management service are provided below:

S.No	Functional Specification
(i)	System should allow capturing of emigrant's grievances

S.No	Functional Specification
(ii)	System should allow public users and all registered users (except RA and FE) to access the grievance management service for submitting and updating grievance cases.
(iii)	System should seek details of emigrant, employment, type of grievance etc. for creating a grievance case.
(iv)	Upon successful submission, the system should generate a unique grievance number.
(v)	System should have online workflow features to route the application to appropriate authorities. The grievance case should be forwarded automatically to appropriate personnel based upon the selection made by the user from following options – (a) POE (b) Indian Mission (c) PGE user (d) State Nodal Officer (e) PBSK
(vi)	System should allow the user to update grievance case or forward to other users for action.

6.16 Feedback Mechanism service

The functional specifications of the feedback mechanism service are provided below:

S.No	Functional Specification
(i)	System should allow public users to submit feedback using website
(ii)	On successful submission of the feedback an Acknowledgement no. should be generated
(iii)	Following details should be captured in the feedback form – (a) Name of the user, phone number, email id, address (b) Type of issue being faced along with description (c) Office to whom issue should be forwarded (from a drop-down list)
(iv)	Feedback submitted in the system should be forwarded to the concerned users for initial examination. Helpline/Helpdesk users shall ensure to forward the feedback received by them to the concerned team/department.

6.17 Digital certificate management service

System should allow RA/PGE/PoE users to register and update their digital certificate credentials.

S.No	Functional Specification
(i)	System should allow RAs/PGE/PoE users to register or update their digital certificate using their user id and password.

S.No	Functional Specification
(ii)	System should also validate if the system already has user's digital certificate. If so, system should display an appropriate error message and should provide a link for updating the digital certificate
(iii)	Upon successful validation of the information provided, system should seek the following inputs from the user: (a) Digital certificate (b) Security question (to allow updating of digital certificate in future) (c) Security answer (to allow updating of digital certificate in future)
(iv)	System should ascertain the validity of the digital certificate through the certifying authority. In case the certificate is invalid or has expired, system should display an appropriate error message and should not allow user to proceed. System should also validate if the security question and answer have been entered correctly. In case of RA, validation of the name of DSC owner and authorized signatory's name in RC copy is required to be done by PoE/PGE user.
(v)	Upon successful validation, system should capture the digital certificate credentials in its repository to allow the user to access the defined functionality. It should also record the security question and answer as part of user details.

6.18 User administration service

The functional specifications of the user administration service are provided below –

S.No	Functional Specification
(i)	System should allow defining of access groups and policies
(ii)	System should allow only authorized system administrators to access this function
(iii)	System should allow the administrator to define access groups/create access policies
(iv)	System should support defining of time or location-based policies
(v)	System should support defining of fine-grained access control to service, functionality, file, page, or objects
(vi)	System should allow creation/deactivation/updating of user accounts
(vii)	System should allow creation of new user accounts and should seek the following inputs for the same: (a) User type (IM official, PGE, MEA, Administrator etc.) (b) Designation (c) Full Name (d) Address Line 1 (e) City (f) State (g) Country (h) Pin Code / PO box no. (i) Office phone Number (with separate text box for country code, city code)

S.No	Functional Specification
	(j) Mobile Number
	(k) Email id
(viii)	Any user through the public portal, by providing an email id of mea.gov.in domain should be able to create a user id by getting an OTP on his email id. However, to further use the various functionalities under his login, the field 'User Type' needs to be validated by existing office head or by a user designated for this purpose. Designated user should get an alert in his login as soon as new user is created. Email ids of various office heads shall be required to be stored for this purpose in the system.
(ix)	In case the inputs provided are valid, system should automatically generate a new user id using the name and part of designation.
(x)	System should automatically assign appropriate access group to the user depending upon the user type.
(xi)	System should automatically generate a password for the new user and email the login details to the email id provided.
(xii)	System should allow deactivation of user accounts. The account entries should only be deactivated and should not be removed from the database after deactivation
(xiii)	System should allow updating of user accounts. The following should be allowed: (a) Updating of user details except designation (b) Resetting of password (c) Updating of the access group to which the user has access
(xiv)	System should have a self-service module in which the user can modify all the details mentioned at (vii)
(xv)	System should provide access to the self-service module post user-login
(xvi)	User ids can be searched by the administrator/office heads/ designated users. No. of application pending against each user with the type of application.

6.19   MIS service

The functional specifications of the MIS service are provided below –

S.No	Functional Specification
(i)	System should allow configuration of MIS reports
(ii)	System should allow only authorized MEA, PGE, Indian Mission officials and any other agency/ official authorized by MEA to access the service.
(iii)	System should allow creation and updating of MIS report templates. An indicative list of reports to be generated is provided below: Note: Certain reports may be asked on an ad-hoc basis dynamically and the system should be capable of generating such reports on a short notice. (a) Number of agent registration applications processed (b) Number of FE/PE registration applications processed

S.No	Functional Specification
	(c) Number of emigration clearance granted
	(d) Country-wise, RA-wise, FE-wise data on the number of emigrants registered
	(e) Number of grievances recorded/ addressed/ pending resolution
	(f) Average resolution time in various grievance categories
	(g) RA-wise data on the FEs he has worked with
	(h) Country wise list of FEs in PAC List
	(i) Number of RAs suspended
	(j) Number of grievances pending (against RAs)
	(k) Country wise FE registered/renewed
	(l) Number of PE applications received, processed and rejected
	(i) PGE /PoE /IM users should be able to see the reports related to all their official users.
(iv)	System should allow configuration of the following properties of the MIS reports:
	(m) Frequency of generation, period for which data is required
	(i) Recipient list
(v)	System should allow authorized personnel to generate MIS reports as per need (dynamic reporting to the extent of underlying data being available in the database)
(vi)	Reports generated should have various formatting, filtering and other features and should be available in PDF and excel format
(vii)	Reports generated should be XML transformable.
(viii)	Data extracted from the database should be able to be aggregated to form reporting fields
(ix)	Data should be able to be formatted for different types of views
(x)	Reports should support filters and drill down features
(xi)	Reports should be convertible and to save in multiple file formats (commonly used ones like PDF, word, html, excel etc.)
(xii)	Users should be able to customize reports on demand and shall support filtering, searching and sorting within a report. Desktop version should allow RAs to sync as per that report.
(xiii)	Users should be able to "save" reports so that they need not be regenerated every time it is viewed
(xiv)	Each user should be able to see the complete details of activities performed by his login id in last 6 months, by type of activity/status of the activity/period of the activity/by name of the registered entity (FE name/ RA name/ emigrant name/ PE name).
(xv)	A search functionality should also be provided to the registered users to see details related to passport number, EC application no, emigration registration no, demand no, CR no and should be able to complete any action pending on him related to that application number.

S.No	Functional Specification
(xvi)	As a search result for FE, IM/PGE/POE user shall be able to raise PAC request from search result itself.
(xvii)	Similarly, for RA search also, suspension or cancellation request can be raised.
(xviii)	For emigrant search, grievance should be allowed to be submitted from search result itself.

6.20 Document Management Service

The functional specifications of the document management service are provided below –

S.No	Functional Specification
(i)	System should have an interface with the scanning software, and other modules of the eMigrate application. System should have an interface with webcam for taking pictures of applicant and uploading them, wherever prescribed.
(ii)	System should allow the user to assign a note/annotation to a document image
(iii)	System should support saving of documents based on stakeholder id, document type and serial number
(iv)	System should employ efficient mechanism for indexing documents to facilitate quick retrieval
(v)	System should allow documents to be referenced to respective stakeholders
(vi)	System should store different pages in a document as a single image. It should assign image numbers to pages of a single document and should allow retrieval of the complete document as a single image
(vii)	System should allow the support of multiple, simultaneous indexing sessions. System performance should not degrade due to multiple indexing sessions
(viii)	System should support date and time stamps for the document intake
(ix)	System should support the viewing of documents through the eMigrate application
(x)	System should support the view by page, next page, previous page, by page number of the document, view rotation etc.
(xi)	Documents shall be searchable by notes, comments and indices
(xii)	System should support the view of thumbnails for the pages in the documents

6.21 Authentication service

The functional specifications of the authentication service are provided below -

S.No	Functional Specification
(i)	System should provide a mechanism for authenticating and authorizing users before allowing access to restricted areas of the application
(ii)	System should display the login page as the first page when the user enters the restricted area of the eMigrate application
(iii)	System should seek the following inputs for login: (a) Username (b) Password

S.No	Functional Specification
(iv)	System should notify the user in case the caps lock is on
(v)	System should have mechanisms for validating the login credentials of users using the user profile repository.
(vi)	System should give a welcome message once the user is able to successfully login to the application. The services to which the user has access should be displayed as links in the left navigation bar. Pending activities of users can be shown using filter for type of activity.
(vii)	System should display an error message if the user provides incorrect login information
(viii)	System should display only those services to the users for which the user is authorized
(ix)	System should allow a user who forgets the password to access the new password generation mechanism
(x)	System should prompt the user to change the password in case of first login
(xi)	System should block a user if he puts in wrong login info continuously thrice for 24 hours.
(xii)	Application should provide users with customized and personalized treatment (e.g. name of a logged-in-user should appear on all pages). Logged in user should have access to its personal data such as profile details, activity done, previous login instances/time, IP address etc.
(xiii)	Application should provide caching to improve the overall performance in terms of the speed at which content is delivered to users, by caching frequently accessed information.
(xiv)	Application should log all user actions and should have reporting facilities that can be utilized in system performance and security access controls monitoring.

6.22 Pre-Departure Orientation Registration for Emigrants

S.No	Functional Specification
(i)	System should allow RA to register emigrants for one-day Pre-Departure orientation program (PDOT) with identified PDO centers
(ii)	PDOT centers profile shall be created and managed by their nodal agencies such as NSDC/State Nodal Agencies/any other agency duly authorized by the government etc. through the system. System should allow for following provisions: • Rescheduling registration date for emigrants • Marking holidays • Generating confirmation SMS and Email for participation
(iii)	For enrolling the emigrant for PDO, RA may opt for the PDO Centres and Proposed Date of PDO, at the stage of submitting the details of emigrants recruited by them

S.No	Functional Specification
(iv)	System should allow sending the details of the emigrant and proposed date of PDO training to the email ID of the PDO center selected at the time of online enrollment as well as to the RA
(v)	PDOT centers identified shall have login credentials to see the candidates registered on any particular date and mark their attendance
(vi)	System to generate online admit card for emigrants upon successful PDOT registration
(vii)	System to generate online PDOT completion certificate for emigrants depending on the attendance logs shared by PDO center
(viii)	System to allow tracking of compliance of PDO attendance / PDO completion certificate document relative to total recruitments done by RA

6.23 Monthly Returns Submission by RA

S.No	Functional Specification
(i)	System should allow RA to update the deployment date of emigrants and service fees charged along with the necessary declaration about grievances against RA, website of RA etc.
(ii)	System to allow to file monthly return by 10th of every month in eMigrate system
(iii)	System to allow RA to view and download consolidated monthly report
(iv)	System to allow RA to view past submitted monthly returns reports

6.24 Country Specific Orders for Nurses' Recruitments

S.No	Functional Specification
(i)	System should allow for registration and providing emigration clearance for nurse recruitment against the Country Specific Orders approved by PGE as per below -
(ii)	System to allow FE to raise demand in the application with RA of his choice with the terms and conditions for recruitment of Indian nurses as part of CSO requirements
(iii)	System allows RA to accept demand online and initiates request for CSO by paying the application fees of Rs 2000/-
(iv)	System to allow the approval process by forwarding the request according to the following approval matrix PGE user -> PGE for approval. PGE approves/rejects the application for CSO
(v)	On approval, system allows RA to apply for EC equal to the number of vacancies requested.
(vi)	RA completes the emigration clearance procedure as per the existing process

6.25 Common Guidelines

S.No	Functional Specification
(i)	System should have an interface with SBI e-pay for online payment , which is TLS 1.2 compliant

S.No	Functional Specification
(ii)	Wherever there is a large list of applications to be displayed, System should support pagination functionality, allow the user to sort the list and group the list based on certain parameters.
(iii)	System should provide complete audit functionality for tracking (including IP address of users PC) and monitoring/reconciling the financial transactions taking place through eMigrate website.
(iv)	System should log user actions and should keep a track of service levels at various workflow stages.
(v)	System should apply spam control measures like 'Captcha' images to avoid invalid details being automatically pushed into the system
(vi)	System should allow the users to query their application status by providing their passport number and acknowledgement no.

6.26 Integration Requirements

S.No	Functional Specification
6.29.1	Integration with DG Shipping System for Registration of Seafarers
(i)	System shall provide a facility through which seafarers data will be received from DG Shipping system and the same can be forwarded to BoI
(ii)	System should provide a secured web service based integration with data in URL and password in header in encrypted format
(iii)	Seafarers are not required to make any payment in this system
6.29.2	Integration with the systems of Labour Ministries of various foreign countries for online exchange of details of emigrant's employer and employment contract document (PDF)
(i)	System should allow a secured HTTPS/REST based interface for online exchange of details or any other interface as per the requirements
(ii)	System should provide a provision to RA to enter the details of the candidates which have been proposed for job in foreign country. The employer from destination country using their system should be able to search these candidates through the integration based on various filters like name, passport no, profession, age, marital status, gender etc.
(iii)	The Labour system of the foreign government will send the details of employer, details of emigrant recruited, employment contract and other details like wages, profession etc. through this integration
(iv)	eMigrate system will provide an interface to RA to view the contract received, accept/reject the contract and apply for emigration clearance once accepted.
(v)	The acceptance shall be shared by the foreign system through the integration
(vi)	Currently, the system is integrated with eTawtheeq system of Saudi Arabia and MOHRE system of UAE. The integration with various other Labour Ministries of

S.No	Functional Specification
	foreign countries as and when they come forward for integration shall be required to be done by SP as part of original scope of work
6.29.3	Integration with Passport Seva Project (PSP) for validating the passport numbers entered in the system
(i)	The passport details like passport number, name, issue date, expiry date, place of issue, father's name, DOB are sent in batch mode after every scheduled interval for passport validation
(ii)	The PSP send the response for each passport in batch mode itself.
6.29.4	Integration with Bureau of Immigration (BoI) for exchanging the travel status of the emigrants
(i)	Emigrant details (such as Date of Registration, Passport Number, Emigrant's Name, Visa Type and Country Name) shall be forwarded in batches in scheduled interval to BOI
(ii)	BOI also share the 'Travelled' or 'Returned' status of the emigrant's in batch mode
(iii)	Based on this data, BOI restricts/allows the travel of candidates going on employment visa
6.29.5	Integration with PBBY Agencies for online purchase of PBBY policy for emigrants
(i)	Emigrant details such as name, DOB, father's name, passport details, nominee details, dependent details are forwarded to the insurance agencies for purchasing PBBY policy
(ii)	The insurance agency will send the insurance details and policy document in PDF format to eMigrate system
(iii)	Currently the system is integrated with 3 Insurance Agencies namely New India Assurance, Iffco Tokio and Oriental Insurance via HTTPS/REST, Form based and HTTPS/SOAP based interfaces respectively.
(iv)	There are around 10 insurance companies which used to provide PBBY policy and after integration they can start issuing the policy. The integration with various insurance agencies as and when they come forward for integration shall be required to be done by SP as part of original scope of work
6.29.6	Integration with SBI e-Pay payment gateway for online payment service
(i)	System should be integrated with e-pay payment gateway of SBI for online payment via credit card, debit card, net banking etc for various services like EC fees, RA Registration/renewal etc.
(ii)	Currently the system is integrated with CITRUS payment gateway
(iii)	System should have a provision to integrate with other payment gateway's as and when required.

S.No	Functional Specification
6.29.7	Integration with SMSC service for sending SMS (National and International)
(i)	System should be integrated with an SMSC vendor for sending SMS on national and international numbers
6.29.8	Integration with SMTP server for sending emails
(i)	System should be integrated with SMTP server for sending emails to various stakeholders wherever applicable
6.29.9	Integration with UMANG APP for providing few services on their app through eMigrate
(i)	System should be integrated with UMANG APP for providing various kind of services like Emigrant Registration, Track Status, Notice Board, RA List etc
(ii)	Web services should be exposed for each of the services
6.29.10	Integration with various other Government Helpline services for transferring of grievances
(i)	System should be integrated with Government Helpline portals like CP Gram etc using HTTPS/REST based interface so that Grievances along with relevant data can be transferred for better handling of user issues.

6.27 Public Portal (Website) Requirement

S.No	Functional Specification
(i)	Multilingual support – The website should be available in both Hindi and English. Public user should have the option to choose his language to see all pages in his chosen language. For registered users, there should be a provision to enter the details in English. The Hindi transliterated version of key details (for example name, address, father's name, employer details) should be displayed to the user with a provision to correct the translated version.
(ii)	Home Page for public users should have following features – (a) What's New section for recent Office Orders (b) Search facility for searching RA, FE and other details for which information is to be made publicly available (c) Graphical/pictorial representation of the emigration clearance data (destination country, job role, emigrants home state etc.) to be fetched from database on regular scheduled interval. (d) Registration application form for RA, FE, FRA, ECNR emigrants. (e) User wise menu list (f) Quick links – (a) For login for each type of user. (b) Track Application Status (c) List of Active RAs/Inactive RAs (d) List of Employers in Prior Approval Category (e) Various other services like Verify EC status, e-Locker etc

S.No	Functional Specification
	(f) Submit Grievance
	(g) Submit Feedback
	(h) Contact details
	(g) Links to other portals (like UMANG, MEA etc)
	(h) Counter for number of visits made on the page
	(i) Download section
	(j) Instructions, SOPs, training material, videos for various types of users. For registered users, a guided tour is required to be made available on usage of the portal.
	(k) Online Payment facility for public users for services like RA registration, permit fees, PBBY Insurance etc.
	(l) EC reports like month-wise, state-wise, top 25 district wise etc.
(iii)	Content Management System (CMS) for Official users to upload various documents under Download section.
(iv)	Technical Platform – The Website should be developed with the latest open standard technology, using up-to-date and well-established development tools and software. The development approach should conform to the best practices in the website development and web application maintenance in line with Govt. of India Guidelines for Indian Government Websites (GIGW). It should ensure the following - (a) Adherence to commonly accepted standards and practices, including W3C compliance. (b) Using latest website design technologies like HTML5 or higher with acceptability on all major browsers (Chrome, Firefox, Safari, IE, Edge etc.) and operating systems (like Windows, Linux, MAC, Fedora etc.) Server rendered pages may use Java, JSP, Spring, Hibernate and Client-side pages may use HTML, CSS, AngularJS and other JavaScript libraries like ReactJS. (c) The website must support responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic.
(v)	Security – (a) Tools for control and monitoring website application security. (b) Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc. (c) Captcha based access to all the services involving database access for public users.
(vi)	Live Chat – The eMigrate website should have a chat feature for the public users through which eMigrate users can chat with PBSK helpline executives using LIVE chat. eMigrate users can invoke chat option in the app/web and can get their issue registered or get an immediate resolution to their queries and concerns.

S.No	Functional Specification
(vii)	Other – Minify JavaScript and CSS to improve page load times. For the best user experience, single page application architecture is to be used; this allows minimal fetch of pages and improves performance to great extent. While the benefits of Single page applications are there, vulnerability and back button navigation should be explicitly managed. Optimized web structure and framework for development of web pages needs to be used. The Bidder must review complete eMigrate website for checking all available features and functions currently available.

6.28 Mobile Application

S.No	Functional Specification
	1. The goal of the eMigrate mobile app is to deploy the full functionality available to public users via a mobile app. 2. The app should be freely available for download 3. The eMigrate mobile app should support all platforms like Android, iOS etc. It should be fully interactive, native mobile app, built using the platform-specific development tools and technologies defined by Google, Apple respectively. 4. The services are HTML, JS, CSS based web applications rendered on the mobile apps with platform specific customizations of view, navigation etc. 5. The app, with continuous improvements, follows the platform specific and latest best practices for security and performance to ensure a smooth, hassle free experience for the user. 6. For the UI/UX part, the app follows a customized design guideline based primarily on Material design guidelines defined by Google for Android apps and Apple's HIG guidelines for iOS apps 7. The mobile app should also support geo-location services, push notifications and printing features. 8. Some important features which can be made available via mobile app are – • Emigrant Registration • Track Application Status • What's new section for recent Office Order • List of Active RA/Inactive RA • List of Employers in Prior Approval Category • Search facility for searching RA, FE and other details for which information is made public • Contact details • Live Chat 9. The mobile app should communicate with the backend servers using API based interface

S.No	Functional Specification
	10. Hosting of builds of eMigrate Mobile app on different App Stores for different mobile app stores such as Google Playstore, Apple Appstore etc. shall be done by the Partner Agency (Bidder) wherever applicable.

7. Operational Requirements of the Project

This section describes the operational requirements of the eMigrate project Version 2.0

7.1 Manpower Deployment Requirements

SP shall deploy manpower for operations and maintenance of the eMigrate system and in its proposal, bidders shall be required to provide the details such as qualification, total experience, relevant experience of manpower proposed to be deployed by them.

The manpower deployment requirements include, but are not limited to:

(i) SP would be required to deploy a full-time project manager for the entire duration of project (including implementation, O&M and extended term of O&M).

(ii) Project manager must be a Bachelor of Engineering in Electronics/ Computer Science/ IT or MCA with following criteria: either a PMP or related certification and 12 years of relevant experience or an MBA/PGDBA with at least 10 years of relevant experience.

(iii) SP would be required to deploy a Change Management Specialist for the entire duration of the project (including implementation, O&M and extended term of O&M) as per the requirements given in section 7.3 of the RFP Volume 1.

(iv) SP shall deploy

    a. one full time technical support engineer at PGE office who will provide support to all PGE/ CPC/PBSK users

    b. adequate number of full-time technical support engineers for DC and DRC operations to meet the SLA requirements for IT Infrastructure and Network

    c. an adequately sized pool of technical support engineers to support the core application software to meet the SLA requirement so that smooth operations for PoE/ PGE/ Indian Missions and all other types of users to be ensured

(v) Technical support engineers must be B. Tech/ B.E (in Electronics/ Computer Science/ IT or MCA) with at least 2 years of relevant experience.

(vi) SP shall deploy adequate security staff at DC and DRC.

(vii) Security staff must be at least 10th pass and have at least 3 years of prior experience in handling security of office/ industrial premises.

(viii) Manpower deployed by SP at any stage cannot be lesser than what was proposed by it in the bid in terms of qualification, skills, no. of years of total experience, no. of years of relevant experience.

7.2 Project Management Requirements

SP would be required to deploy the manpower as per the details given in section 7.1 above. The project manager deployed by the SP shall be the single point of contact for the division. SP would submit periodic project progress status reports in the agreed formats either through email or system generated reports. SP shall escalate all delays to the division in a prompt manner. The formats of the reports and the periodicity would be decided by the division after commencement of the project. An indicative list of details required in reports is provided below for reference:

Project Phase	Details Required in Reports
Implementation Phase	Update on progress – This report should provide the following details: (i) Progress of the project vis-à-vis planned timelines (ii) Tasks completed during the week (iii) Issues and concerns (iv) Current period's accomplishment (v) Pending actions items from previous reporting period (vi) Next Steps (vii) Interventions required
Operations & Maintenance Phase	(i) Periodic update on maintenance activities undertaken by SP (ii) Details of the various applications submitted/ processed in the system (iii) Periodic SLA performance reports (iv) Payment reconciliation reports (v) Compliance of the Manpower deployed vs RFP and proposal submitted by the SP (vi) Report of Internal Security Audit conducted by SP (vii) Details of the bugs fixed during the period

7.3 Change Management Requirements

To facilitate the stakeholders with the new core application software the SP shall provide training for capacity building and taking up change management activities. SP shall deploy the following staff for the change management activities:

(i) Change Management Specialist during the project operations

(ii) Training instructors for training requirements given in this section

Position	Role	Qualification & Experience	Count
Change Management Specialist	(i) Guide resources of SP to implement various change management interventions (ii) Identify bottlenecks in processes rolled out and identify the ways and means to address them (iii) Manage the operations during the roll out of change interventions undertaken as part of the project (iv) Undertake operational decisions related to the project from a change management standpoint	(i) MBA or PGDBA from an institute of repute (ii) At least 10 years of experience in working with Government and software-based IT organizations (iii) Experience with respect to roll out of large software-based IT projects with change management as a key element (iv) Strong technical knowledge about the Emigration process	1

Position	Role	Qualification & Experience	Count
		(v) Enthusiasm, initiative taking, collaboration and team working ability	
Training Instructor	(i) Assist the change management specialist to impart the trainings to identified stakeholders and ensuring successful implementation of the training programs (ii) Facilitate implementation of all the training activities (iii) Assist in development of training plan, training schedule and training course content (iv) Responsible for creation of training material using in-house resources (v) Facilitate conducting training program, evaluating training effectiveness and creating knowledge repository (vi) Prepare and send status progress reports to all concerned stakeholders	(i) At least 3 years of experience in software development (ii) Experience in Training and Development role involving working on projects/ role comprising of development of training plans, creation/ facilitation of training material development and coordinating the training programs as per the plan (iii) Strong technical knowledge about the Emigration process enthusiasm, initiative taking, collaboration	1

1. SP shall create suitable plan in consultation with MEA based upon its assessment of the impact of the change and readiness of various stakeholders
2. SP shall conduct a proper training needs analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan
3. SP shall conduct stakeholder alignment workshops to highlight benefits of the changes to various stakeholders
4. SP shall facilitate conducting of leadership alignment workshops
5. SP shall conduct the following trainings for various stakeholders:

Locations	Training Type	Type of Trainees & Approximate number of participants

POE Offices (13 locations)	Training on using the software application	POEs, RAs, State Nodal Officers, PDOT Nodal Agencies, PDOT Centers, Insurance Agencies users Approximate number of participants - 3000
Office of PGE	(i) Basic computer skills (ii) Training on using software Application	PGE Office users, CPC users, PBSK Helpline users, Helpdesk, ICM, State Nodal Officers, PDOT Nodal Agencies, PDOT Centers, Bureau of Immigration officers Approximate - 100

6. SP shall conduct the following trainings for various stakeholders such as PoE users, PGE users, IM users as per requirement through various formats such as CBTs and webinars.

7. SP shall be responsible for developing the training content for all the trainings mentioned above. The training content shall focus on scenarios and examples of transactions relevant for the stakeholders.

8. SP shall also be responsible for retraining the MEA, PGE and PoE personnel whenever changes are made to the eMigrate application or personnel are replaced

9. SP shall provide printed course material for trainees at the training location

10. SP shall develop computer-based trainings modules for the stakeholders mentioned in the preceding table

7.4   Operations and maintenance requirements

SP shall provide Operations and Maintenance (O&M) support for the project for 8 years, and for the extended term, if any, from the date of Go-Live.

The following sections detail the O&M requirements.

7.4.1   Application management

(i)   SP shall be responsible for defect free operation of the core application software during the O&M period and ensuring its 24x7 availability to all end-user and across all the channels of access.

(ii)   Any issue or bug reported in the application shall need to be fixed within a time frame mutually agreeable to both the division and the SP. The resolution of incidents or bugs shall be taken up as per following: SP shall set up an appropriate mechanism for providing operational support through its technical support engineers to various users of the core application software. The broad set of activities as part of the support shall include:

a) Receiving issues (incidents, requests and queries) faced by the core application users through feedback option of the core application software and display auto generated unique acknowledgement number to the user on screen on successful

submission of the issue (incident/ requests/ query) and also send it to the email id (registered or provided by during the process) of the user by system generated email.

b) Allowing PBSK Helpline users to register the issue reported to Helpline through email or phone or walk-in on behalf of the other users

c) Routing issues (registered through feedback option) internally between the teams and tracking till resolution by the concerned team and send system generated email on the resolution

d) Allows users to track the status of the issues registered by them

e) Periodic reports of issues registered by the core application users, along with details such as type and description of issue reported, present status, time taken in resolution of the issue

Escalation of any unresolved issues to the project in-charge of the division on an immediate basis if required

(iii) SP shall be responsible for version control of the application files and shall need to update application documentation (SRS, SDD, Users document, SOP, Training document/videos to reflect the current features and functionality of the application.

(iv) SP shall provide following within the intranet of the project –

a) a staging environment for testing of changes/ patches before applying them on production environment.

b) Development environment for development of the core application software and its further enhancements

c) A preproduction environment at Data Center which shall resemble the production environment at all times

7.4.2   Infrastructure management

Infrastructure management includes overall management and administration of entire IT and Non-IT infrastructure including servers (including server operating system), network components, storage devices, UPS, DG sets, air-conditioners, etc. SP shall be responsible for the following activities as part of infrastructure management:

7.4.2.1 Incident Management

(i) Provide resolution to incidents as per the resolution time limit agreed upon with MEA

(ii) Seek approval of business continuity measures adopted from time to time.

7.4.2.2 Problem Management

(i) Perform root cause analysis for recurring outages and implement changes needed

(ii) Schedule and complete preventive maintenance activities

7.4.2.3 Business Continuity Management

(i) Provide necessary support in ensuring business continuity to all user across all locations

7.4.2.4 Configuration Management

(i) Maintain asset register for all servers, network and security devices, network links and any other device or item supplied by SP.

(ii) Record information for each device and software such as serial number, asset code, warranty, location, configuration and license and AMC details including OEM certificates).

7.4.2.5 Change Management

(i) Ensure that any component change due to any fault is made with a component of the same make and configuration

(ii) Maintain records of all hardware, software installation, movement, upgrade, addition and change in the configuration database.

(iii) Perform impact analysis, create test plan, develop rollback plans

7.4.2.6 Availability Management

(i) Review key monitoring parameters (to be decided by the division)

(ii) Performance tuning of the system to enhance system's performance and comply to SLAs on a continuous basis

(iii) Provide prior communication on outages as per agreed communication processes

(iv) Ensure availability of sufficient critical spares, sufficient consumable spares at all locations

7.4.2.7 Monitoring Management

Preparation of monthly/weekly/daily dashboard on monitoring coverage, alerts generated/ closed, alerts escalated and other hits/ misses

7.4.2.8 Backup & Disaster Recovery Management

(i) SP should evolve a backup and archival strategy, get it approved from the division regularly and comply with it.

(ii) Regular backups of configurations and images of all devices and project related data

(iii) Managing Disaster Recovery activities pertaining to data center operations

(iv) DC and DR replication shall be required to be done during non-peak hours at every 24 hours for non-critical data. For critical data, the replication shall be needed at every 2 hours. The critical data shall be of those related to the payment transactions done by the users of the core application software. Nonpeak hours are between 10pm to 6am (next morning). DR may be of appropriate sizing not necessary of equal size of DC< to enable the continuation of operation of core services in case of non availability of DC for any reason. For running all services at DC, the attachment uploading with EC application approval shall not be required

7.4.2.9 Security Management

(i) Security management to be facilitated from the NOC setup at Akbar Bhavan, Chanakyapuri

(ii) 100% antivirus coverage with patterns not more than one week old on any given system

(iii)   Reporting and resolution of security incidents

(iv)   Maintaining secure domain policies

(v)   Daily Review of logs that are of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, Security alerts and responses. Proactive measures in the event a problem is detected.

(vi)   Policy management (firewall users, rules, hosts, access controls, daily adaptations)

(vii)   Update security policy, routing table and configurations

(viii)   Troubleshooting firewall/anti-spamming/web security hardware related issues and coordinating the replacement of hardware

(ix)   SP shall be required to conduct internal security audit of the system at every 6 months.

7.4.2.10   Vendor Management

(i)   Escalation and co-ordination with other vendors for problem resolution

7.4.2.11 General Administration & Support

(i)   Providing suitable access to the division or to the persons designated by the division, to tools implemented for monitoring the infrastructure components

(ii)   Creation/deletion/modification of user accounts at the OS level

(iii)   Periodic review of user privileges at the OS level

7.4.2.12   Password Management

(i)   Any other day-to-day administration and support activities required

(ii)   Cleanup / archival of eMigrate system logs operation

7.5   Implementation of SLA monitoring system

(i)   SP shall design and implement an SLA measurement & reporting system to measure and report performance of the eMigrate solution against the service levels specified in section 11 of RFP Volume 1.

(ii)   The system shall also allow calculation of quarterly payments to SP and any rewards and penalties as specified by MEA.

(iii)   The SLA measurement & reporting system shall be reviewed and certified by a third-party audit agency before project go-live and start of operations. MEA officials and PMG personnel shall be provided real-time access to the system. Additionally, other MEA designated personnel should be provided administrative privileges to the system as per the agreed role assigned for them.

(iv)   Whenever monitoring of services of core application services are required, services which are figuring in top 20 , shall be monitored at all ties, in terms of usage

7.6   Data and information security requirements

Given the need to maintain confidentiality of data about emigrants, a strong and comprehensive information security policy based on leading standards such as ISO 27001 and guidelines from Department of Information Technology (DIT) would need to be defined and implemented by the SP. The same should be approved by MEA and must be adhered by SP at all times during the currency of the contract.

At the minimum the policy should define the following guidelines:

7.6.1   Inventory of assets

An inventory of all hardware and software assets should be maintained and updated periodically

7.6.2   Information classification

Information within the system should be classified as:

(i)   Public

(ii)   Confidential

(iii)   Restricted

Access to the information should be provided based on the classification of the information. Data owners should nominate appropriate information classification on their data and should review information classification periodically to determine if current classification levels are valid.

7.6.3   Human resource security

(i)   Background check should be performed on all individuals for whom access to the eMigrate system is requested. Access should be revoked when a user leaves the organization or does not require access to the application.

(ii)   User accounts of any outsourced agency personnel should include an automatic account expiration date, set at no longer than 6 months from their start date or till expiry of contract whichever is earlier.

(iii)   Any personnel who becomes aware of any loss, compromise, or possible compromise of information, or any other incident which has information security implications, will immediately report the incident to the designated IT in-charge.

Any personnel found violating the IS policy would be penalized.

7.6.4   Physical and environmental security

The eMigrate application should be hosted in a secure data center facility to prevent unauthorized access and damage to information resources. All physical entry and exit points should be controlled using access control mechanism. The facility should be monitored 24 hours a day using cameras. Signs indicating "Authorized Personnel Only" or a similar message should be prominently displayed at all facility entrances10. All information storage media (e.g. hard disks, floppy disks, magnetic tapes and CD-ROMs) containing sensitive or confidential data will be physically secured, when not in use. Security inspections should be made periodically.

7.6.5   Communications and operations management

All operations performed by third parties should be monitored periodically. Backup of all critical data should be taken periodically.

7.6.6   Access control

Access to eMigrate application should be given only after approval from application owner and the competent authority. The access should be on a role basis rather than designation. The access control policy should cover:

(i) Identification

(ii) Authentication

(iii) Authorization and Access Control

(iv) Administration

(v) Audit

7.6.7   Documentation requirements

SP shall be responsible for preparation and updation of documents including User Manuals, Operations Manual, Training Manual, Administration Manual, Security Manual, Application Support Guide and others (if any) as per industry best practices and acceptable standards (e.g. IEEE/ISO specifications for documentation).

8 Migration of Data from existing stack to proposed stack

Data should be migrated from the current application and media to the new application prior to the 'Go-Live' of the application. Currently the data is stored on a centralized system with a Data Centre & Disaster Recovery.

Migration/porting of existing data to the SP proposed architecture should be 100% accurate. It may be noted that the system captures all data through the centralized system. This migration refers to porting of all the records/data from the existing stack to the proposed stack.

Key points to be considered during this migration/porting

S.No	Condition	Consideration
(i)	Risk Identification & Mitigation	It is extremely important to identify all risks associated with the data migration and enumerate mitigation measures. The plan should address the contingency measures to be adopted during the event of a data migration failure. It should also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures
(ii)	Data Mapping	A comprehensive data mapping exercise must be undertaken before embarking on data migration. A good data map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. Ideally it should include: • Names of applicable to and from fields • Lengths and data types of these fields • Mapping of relationships between entities • Check on the constraints, unique fields and integrity checks • Any logic involved in mapping such as string truncations or validations against any business rules.
(iii)	Data Transformation	Data transformation is the process of changing data from the source format into data that can be used by the target system. Data Transformation can be efficiently performed by technically advanced Extract, Transform and Load (ETL) tools available in the industry. The choice of tool is an

S.No	Condition	Consideration
		important consideration that would determine the success of the migration effort
(iv)	Verification	In order to ensure that data has been completely migrated from the existing central system to the proposed system the SP is expected to ensure verification of such migration. Verification shall be done/executed by officers of concerned division, prior to sign-off.

9 Compliance & Adherence to Standards

As noted at other places in the RFP, SP will be required to adopt the best practices and acceptable standards prevalent in the industry in all areas of the project. Few standards applicable to key activity groups have been mentioned here for example and the list below is not to be treated as exhaustive:

Components/Areas	Standards
Data Centre Design	TIA 942 (Tier III) minimum In case of Cloud, the offer should be from any of the Government empaneled Cloud Service providers under the guidelines of MEITY as on date of submission of the bid
Data element encryption	AES
Digital Certificate	X.509, RSA [Class II, III]
Information Security	ISO 27001
Interoperability	Web services, open standards, e-Governance standards (http://egovstandards.gov.in)
Photograph	JPEG (200 DPI) uncompressed
Portal	W3C
Scanning	Documents scanned and stored as PDF (or equivalent) with minimum 300 DPI
Workflow Design	WFMC, BPEL
Information System	ITIL/ITSM
Project Documentation	IEEE/ISO Specification of documentation
Information Access / Transfer protocols	SOAP, HTTP/ HTTPS

10   Service Level Agreements (SLA)

The following table presents the SLAs for the eMigrate project. MEA reserves the right to negotiate the service level agreement with the SP at the end of every year post Go-Live declaration.

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
			Availability Parameters			
SLM1	Availability of all eMigrate services over both Internet and Intranet (needed with a ping interval of 10 seconds)	> 99.7% Score: + 10%	99.0% - 99.7% Score: -(minus)1%	< 99.0%	Monthly	(i) Analysis of event log performed through use of automated tools (ii) SP shall ensure that all relevant events are logged, and such logs are made accessible to MEA appointed agency for review/report through automated tools (iii) End-to-end loop back mechanism must be established for checking the availability of services (iv) Non- availability of even one of the agreed services at an immigration counter would amount to no service available for the purpose of this SLA and thus breach
SLM2	Availability of all systems, services & network links at central system (Cloud, DC, DRC) (needed with a Ping interval 2 minutes)	> 99.9% Score: + 9%	99.5% - 99.9% Score: -(minus) 2%	< 99.5%	Monthly	(i) Analysis of event log performed through use of automated tools
			Performance Parameters			

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
SLM3	Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes)	<= .25 seconds Score: + 10%	> .25 seconds - <= .50 seconds Score: + 6%	> 0.50 seconds	Fortnightly	(i) Automated tool will be adopted for measurement of this time. It will be tested using 4 test transactions per hour (2 on Internet and 2 on Intranet) (ii) Measured over a leased circuit or equivalent of 2 Mbps (iii) Measured as the elapsed time between the action link/button being clicked and its response page appearing completely (iv) Test data to be identified distinctly and path taken by test data to be like real transaction (v) DNS servers should simulate access by end user and not answered locally (vi) Cache to be cleared before every transaction used for measurement (vii) Average must be achieved with more than 90% of the transactions being within 0.25 seconds and 9% of the transactions being within 0.25 & 0.50 seconds range
SLM4	Average Document upload time for transactions on eMigrate application (with a ping interval of 15 minutes)	<= 40 seconds Score:	> 40 seconds - <= 60 seconds Score:	> 60 seconds	Fortnightly	(i) Automated tool will be adopted for measurement of this time. It will be tested using 2 test transactions per hour (1 on Internet and 1 on Intranet).

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
		+ 10%	+ 6%			(ii) Measured over a leased circuit or equivalent of 2 Mbps with a test document payload of 8 MB. (iii) Measured as the elapsed time between the action link/button being clicked and its response page appearing completely (iv) Test data to be identified distinctly and path taken by test data to be like real transaction (v) DNS servers should simulate access by end user and not answered locally (vi) Cache to be cleared before every transaction used for measurement (vii) Average must be achieved with more than 90% of the transactions being within 40 seconds and 9% of the transactions being within 40-60 seconds range
SLM5	Resolution of software defects reported to SP (working window : 6AM to 10 PM)	Score: + 7%	Score + 3%	Score 0	Monthly	(i) Automated tool will be adopted for measurement of the resolution time (ii) SP shall maintain relevant records and logs for this purpose
	Severity 1 (impacting all users)	<=30 Minutes	>30 Minutes & <60 Minutes	>60 Minutes		
	Severity 2 (impacting all users of one particular service)	<= 60 Minutes	>60 minutes & <=120 Minutes	>120 Minutes		

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
	Severity 3 (impacting any user)	<= 120 Minutes	>120 Minutes & <=150 Minutes	>150 Minutes		

1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed.

(i) If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).

(ii) If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.

(iii) In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.

(iv) If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.

To achieve continuous improvement, service levels will need to be reviewed at the end of each 12-month period and suitably modified if necessary. Modification of service levels will be subject to mutual agreement between MEA and SP. Each expected service level will be reset to the highest quarterly actual result at or above the expected service level achieved during the 12-month period.

11 Acceptance Testing, Audit & Certification

A 3rd Party Audit Agency (3PAA) shall be appointed by MEA to review all aspects of the project and certify compliance with RFP before the system is rolled out and declared "Go-Live". In General, for all projects of Government of India, "M/s. STQC" had been the official third-party audit agency. The same process shall be followed in this version also. The 3PAA should be a CERT-IN empaneled vendor.

The 3PAA shall certify the following aspects:

(i) **Functional review**: The 3PAA would conduct acceptance testing of the eMigrate Version 2.0 application and review and verify the eMigrate system against the functional requirements specified in the RFP and/or signed-off with SP. This would include the review and verification of SLA Management methodology and tools as well as the quality of data migration.

(ii) **Non-functional review**: The 3PAA would review the eMigrate system against the nonfunctional requirements and specification laid down in the RFP/ signed-off with SP for:

   a) **Security** – including audit of network, server, application, and host security mechanisms, assessment of encryption mechanisms, and compliance with ISO 27001 etc.

   b) **Performance** – including testing to ascertain request-response time, document upload time, disaster recovery time and other performance parameters defined in the RFP and/ or as signed off with SP.

   c) **Availability** – including network, server fail-over tests and other industry standard parameters

   d) **Scalability** – infrastructure and application, both horizontal and vertical

   e) **Interoperability** – system design to facilitate interoperability with other systems (present or future) as desired by MEA

   f) **Standards** – compliance with standards prescribed in the RFP e.g. ITIL/ITSM

   g) **Strategic Control of MEA** – provision for necessary checks and facilities as prescribed in the RFP or any other document post-RFP

(iii) **Infrastructure review**: The 3PAA would verify the conformance of infrastructure provided by SP against the requirements, specifications and bill of material provided in the RFP and/or as signed-off with SP.

(iv) **Project documentation**: The 3PAA would review and verify for being of acceptable standard the project documents developed by SP including design documents, source code, operation manuals, training manuals etc.

Note: The SP will be required to ensure that the testing & audit of eMigrate system is completed and certified by the 3PAA in a not more than three iterations.

12 Relevant Data from eMigrate for bidders Reference

12.1 Emigrant Data

The following table depicts the number of emigrant workers granted emigration clearance during the past decade (2010-2019). Apart from emigration clearance data, there are other data related to foreign employers reported, recruiting agents and other users.

Solution should be designed to handle a peak load of 400 concurrent users irrespective of number of applications to be processed.

Year	Number of Emigrants granted emigration clearance (in lakhs)
2010	6.40
2011	6.37
2012	7.46
2013	8.20
2014	8.05
2015	7.84
2016	5.21
2017	3.91
2018	3.40
2019	3.68

13   Strategic Control Requirements

As the eMigrate project involves handling sensitive data about Indian citizens, MEA requires that it retains a strategic control over the eMigrate solution to ensure that:

(i)   Any change to the application, database, infrastructure is made under the due authority of MEA

(ii) MEA has supervisory control over system, network and database administration

(iii) Security of the application/data is not compromised (not even by the administrators)

(iv) MEA has the understanding of the system and is in a position to scale up and take over the system, whenever required

SP will be required to document detailed policy and procedures related to strategic control and get it reviewed and approved by MEA. This document should be finalized during SRS preparation stage and certainly before the start of design.

13.1.1 Requirements of strategic control over application

The high-level requirements of strategic control over the application are specified below.

13.1.1.1   Retention of ownership and control over core and configurable modules

1. MEA shall exercise ownership of core and configurable modules. To this end, the system shall be designed to ensure that:

    (i)   MEA or their authorized representatives are associated with the design and development phases of the eMigrate system. Specifically, the SP shall obtain signoff on all design documents

    (ii) The eMigrate system modules and their source code are stored in a repository with the MEA after the modules are developed in accordance with the procedures laid down or approved by MEA

    (iii) Any subsequent changes to the application are incorporated in the application repository on an incremental basis, after the process of approval prescribed is undergone.

2. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on application, effort and time required in effecting the change. Thereupon a request shall be referred to the Application Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the application staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the application together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.

3. No change to the application shall be affected by the SP unless the process defined at (b) above is adhered to.

4. The source code shall not be shared with or provided to any other party.

13.1.1.2 Application Audit

The following requirements shall be met in regard to application audit.

1. The system shall allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only the necessary components have been installed on the system. This acts against both malicious programs and faulty administrative actions.

2. MEA may undertake comprehensive application audits at regular intervals through a designated third party to ensure application functionality and integrity.

13.1.1.3 Version Control

1. The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Source Code Management System and Software Configuration Management (SCM) in this regard.

2. The system shall permit the latest versions of the application and source code to be stored in a repository with the MEA, with appropriate logs maintained for each change.

13.1.1.4 Role Segregation

1. The roles of different personnel responsible for designing, coding, accepting the changes and authorizing the changes to be carried out into the production environment shall be clearly defined by the SP and shared with MEA.

2. The role segregation shall cover all the administrators.

13.1.2 Requirements of strategic control over database

The high-level requirements of strategic control over the database system are specified below.

13.1.2.1 Retention of ownership and control over the database

1. MEA shall exercise ownership of the database, through a database control module. To this end, the eMigrate system shall be designed to ensure that

(i) The entire database, including the table structures, schemas and master data are stored in repository with MEA after data entered/ migrated by the SP is validated by MEA.

(ii) Any subsequent changes to the database system are incorporated in the database repository on an incremental basis, after the process of approval prescribed herein is undergone.

2. Any changes to the database, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be documented by the SP in detail such as the proposed change, the reasons necessitating the change, the impact of change on database and application, effort and time required in effecting the change. Thereupon a request shall be referred to the Database

Administrator(s) or equivalent personnel designated by MEA for the purpose, to approve the proposed changes. SP shall first host the changes in the database staging environment and test it for consistency, integrity and performance. SP will then refer the changes made in the database, together with its test cases and test results, to the personnel of MEA for their review and final approval before the changes are deployed in the production environment.

3. No change to the database or to the master data shall be affected by the SP unless the process defined at (b) above is adhered to. To this end, all the actions of the database administrator of the SP shall be logged

4. Any direct access to database must be avoided and the database administration activities (especially all those actions that result in modification of data, schema and master data) shall be executed through an application which verifies, and audits users, code and actions done on the database.

5. The primary owner of the entire information captured in the database shall be MEA.

13.1.2.2 Process controls on Database Administration

1. MEA's DBA(s) shall have the right to oversee the actions executed by the SP, by their physical presence, till the later logs out to ensure that the actions are as per the approved procedure

2. SP shall ensure that frequency of DBA activities is restricted to as minimum as possible.

13.1.2.3 Audit of DBA Actions

1. All DBA actions and any action on the database by any user must be logged automatically by the database server/ profiling tools and audit logs should be preserved securely.

2. MEA may conduct a comprehensive third-party audit on the database audit logs from time to time to verify the set of actions performed within a given period.

13.1.2.4 Protection of Confidentiality and Integrity of data

1. Confidential data in the database must be encrypted by the application and the data which must not be modified shall be hashed and digitally signed by the application at the time of original data population itself.

13.1.2.5 Role segregation

1. Database Owner (MEA), SP DBAs and application users must be kept as separate user's user groups. The access privileges for each of the three must be defined in detail and it must be approved by MEA before the start of operations.

2. The user management part of DBA role shall be segregated and assigned to individuals.

13.1.3 Strategic control over security administration and network administration

The high-level requirements of strategic control over the security and network management are specified below.

1. The eMigrate system shall be designed and developed in compliance to the security requirements defined in the RFP.

2. The core activities relating to security and network administration like assigning role and privileges, configuration management in relation to all the security assets like firewalls, routers, switches, IPS (Intrusion Prevention System) and IDS (Intrusion Detection System), shall be carried out only after the prior approval of the security and network administrator or equivalent personnel designated by the MEA for this purpose.

13.1.4 Monitoring System Access and Use

1. MEA or its designated agency will have full access to all the logs to supervise and review the system activities

2. System should provide the capability to centrally monitor the content of audit records generated by individual components throughout the system.

3. System must have automatic provision to send alerts and notifications to the respective administrators when account creations, deletions, modifications etc. are done.

14   Existing Deployed Infrastructure – Hardware & Software

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
1	IBM x-Series	LDAP Server 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Red Hat Enterprise Linux 6.4	X- 3550-M3 7944-D2A	06ZTW50	Rack 1 - 24 U
2	IBM x-Series	LDAP Server 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW43	Rack 2 - 24 U
3	IBM x-Series	External DNS 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	99F4075	Rack 4 - 24U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
4	IBM x-Series	External DNS 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV85	Rack 5 - 8U
5	IBM x-Series	Web Server 1	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW35	Rack 4 - 26U
6	IBM x-Series	Web Server 2	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW42	Rack 5 - 10U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
7	IBM x-Series	Internal DNS 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	99G8297	Rack 1 - 26U
8	IBM x-Series	Internal DNS 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV75	Rack 2 - 26U
9	IBM x-Series	WCM	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	06ZTV98	Rack 2 - 16U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
10	IBM x-Series	Staging Server X-series	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	99G7545	Rack 2 - 14U
11	IBM x-Series	Antivirus Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2008 R2	X- 3550-M3 7944-D2A	06ZTP81	Rack 5 - 4U
12	IBM x-Series	Site Protector Console	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2012 Std	X- 3550-M3 7944-D2A	99G8301	Rack 6 - 4U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
13	IBM x-Series	Mail Gateway	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	06ZTV65	Rack 5 - 6U
14	IBM x-Series	Mail DB	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	06ZTV80	Rack 3 - 18U
15	IBM x-Series	RESERVED Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV60	Rack 6 - 14U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
16	IBM x-Series	TSM Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW36	Rack 6 - 8U
17	IBM x-Series	Tivoli Monitoring Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 32 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 5.5	X- 3550-M3 7944-D2A	99G7205	Rack 7 - 10U
18	IBM x-Series	TAADM Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 5.5	X- 3550-M3 7944-D2A	99G7003	Rack 7 - 12U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
19	IBM x-Series	NMS Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2012 Std	X- 3550-M3 7944-D2A	06ZTP83	Rack 7 - 4U
20	IBM x-Series	IT Help Desk Server	CPU: 2 x I ntel Xeon Processor E7- 4820 2.00GHz 8Core HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 32 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 5.5	X- 3850-X5 7143-B2A	06F0627	Rack 6 - 9-12U
21	IBM x-Series	Reporting Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	99G7004	Rack 6 - 6U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
22	IBM x-Series	TAADM GW	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 4 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2008 R2	X- 3550-M3 7944-D2A	99G8310	Rack 7 - 14U
23	IBM x-Series	SIEM Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZXW10	Rack 7 - 6U
24	IBM x-Series	HIDS Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	99F3495	Rack 7 - 8U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
25	IBM p-Series	Application Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 32 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	067084R	Rack 1 - 2-6U
26	IBM p-Series	Application Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 32 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	06707AR	Rack 2 - 2-6U
27	IBM p-Series	BPM-CE Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply	p-720 8202-E4B	06709FR	Rack 1 - 8-12U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1			
28	IBM p-Series	BPM-CE Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	06707FR	Rack 2 - 8-12U
29	IBM p-Series	DB Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply	p-720 8202-E4B	067082R	Rack 2 - 18-22U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1			
30	IBM p-Series	DB Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	067080R	Rack 3 - 24-28U
31	IBM p-Series	Staging Server P-series	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x08 10K RPM SAS SFF Disk Drive, RAM: 64 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply	p-720 8202-E4B	067079R	Rack 1 - 14-18U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1			
32	IBM N-series SAN	DCSAN	IBM System Storage N3400 Model A21 , 20 TB expandable to 368 TB	N3400 Model 2859-A21	1333422 Enclosure1-13-117109 Enclosure1-13-117110 Enclosure1-13-117111	Rack 3 - 2-15U
33	Cisco MDS	DCSANSW 1	Cisco MDS 9124 Express with 16 active ports	Cisco MDS 9124 Express	F0X1529GS40	Rack 4 - 24U
34	Cisco MDS	DCSANSW 2	Cisco MDS 9124 Express with 16 active ports	Cisco MDS 9124 Express	F0X1529GXQT	Rack 4 - 26U
35	IBM TS-series	DCTAPE Library	TS3310 Tape Library, with 3 LTO4 Drives LTOs Media 60 Cleaning Media 01	TS3310 Tape Library	1382247 & 1321805	Rack 4 - 4-17U
36	IBM x-Series	HMC Console 1	Embeded Hardware appliance for Management of p-series servers with 02 Network ports, 02 x 02GB RAM, 01 x 500GB HDD	X- 3550-M3 M/T 7042CR6	066BA1C	Rack 1 - 20U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
37	IBM x-Series	HMC Console 2	Embeded Hardware appliance for Management of p-series servers with 02 Network ports, 02 x 02GB RAM, 01 x 500GB HDD	X- 3550-M3 M/T 7042CR6	066B9BC	Rack 3 - 20U
38	HP-3Com	Internet Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN3BF3W00V	Rack 8 - 29U
39	HP-3Com	Internet Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W00F	Rack 9 - 29U
40	HP-3Com	MPLS Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W004	Rack 8 - 30U
41	HP-3Com	MPLS Firewall 2	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W008	Rack 9 - 30U
42	Checkpoint	Internal Firewall 1	Check Point 4600 Appliance (including Firewall,VPN, Advanced Networking & Clustering);Bundled with local management for up to 2 gateways 08 Management Ports	CPAP-SG4607	1217B00369	Rack 8 - 20U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
43	Checkpoint	Internal Firewall 2	Check Point 4600 Appliance (including Firewall,VPN, Advanced Networking & Clustering);Bundled with local management for up to 2 gateways. For High Availability 08 Management Ports	CPAP-SG4607-HA	1217B00362	Rack 9 - 20U
44	H3C	Internet AS 1	HP A5120-24G EI Switch with 2 Slots – 24 Ports	JE068A	CN11BYT027	Rack 8 - 39U
45	H3C	Internet AS 2	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN0BBYT0B3	Rack 9 - 39U
46	H3C	MPLS AS 1	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN11BYT024	Rack 8 - 37U
47	H3C	MPLS AS 2	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN0BBYT09Z	Rack 9 - 37U
48	HP-3Com	Mgmt AS 1	HP A5120-48G EI Switch with 2 Slots	JE069A	CN22BYV0QV	Rack 6 - 25U
49	HP-3Com	Mgmt AS 2	HP A5120-48G EI Switch with 2 Slots	JE069A	CN22BYV0H2	Rack 6 - 22U
50	IBM	Internet NIPS 1	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance, 04 Pair + 02 Management Ports	553S395	51220166806460	Rack 8 - 25-26U
51	IBM	Internet NIPS 2	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance 04 Pair + 02 Management Ports	553S395	51220166806442	Rack 9 - 25-26U
52	IBM	MPLS NIPS 1	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance 04 Pair + 02 Management Ports	553S395	51220166804488	Rack 8 - 22-24U
53	IBM	MPLS NIPS 2	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance04 Pair + 02 Management Ports	553S395	51220166806458	Rack 9 - 22-24U
54	HP Router MSR30-40	Internet Router 1	HP MSR30-40 Router	JF229A	CN08D0V09F	Rack 6 - 29-30U
			HP MSR 256MB SDRAM	JD647A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
55	HP Router MSR30-40	Internet Router 2	HP MSR30-40 Router	JF229A	CN08D0V09L	Rack 7 - 31-32U
			HP MSR 256MB SDRAM	JD647A		
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
56	Router MSR30-40	MPLS Router 1	HP MSR30-40 Router	JF229A	CN08D0V09P	Rack 6 - 32-33U
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP MSR 256MB SDRAM	JD647A		
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
57	Router MSR30-40	MPLS Router 2	HP MSR30-40 Router	JF229A	CN08D0V09G	Rack 7 - 34-35U
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP MSR 256MB SDRAM	JD647A		
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
58	CSW	Core Switch 1	HP 7510 Switch Chassis	JD238B	CN12D5601K	Rack 8 - 3-18U
			HP A7500 1400W AC Power Supply (PWR 1)	JD218A		
			HP A7500 1400W AC Power Supply (PWR 2)	JD218A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP 768 Gbps A7500 Fabric Module	JD220A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HP A7500 20-port Gig-T / 4-port GbE Combo PoE-upgradable SC Module	JC669A		
59	CSW	Core Switch 2	HP 7510 Switch Chassis	JD238B	CN12D5601N	Rack 9 - 3-18U
			HP A7500 1400W AC Power Supply (PWR 1)	JD218A		
			HP A7500 1400W AC Power Supply (PWR 2)	JD218A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP A7500 20-port Gig-T / 4-port GbE Combo PoE-upgradable SC Module	JC669A		
60	SFS	DMZ Switch 1	HP 5800-24G Switch	JC100A	CN13BFN07N	Rack 4 - 31U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
61	SFS	DMZ Switch 2	HP 5800-24G Switch	JC100A	CN13BFN07M	Rack 5 - 31U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
62	SFS	MZ Switch 1	HP 5800-24G Switch +16 Ports	JC100A	CN13BFN065	Rack 1 - 35U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800 16 port-gig T module	JC094A		
63	SFS	MZ Switch 2	HP 5800-24G Switch +16 Ports	JC100A	CN13BFN06S	Rack 2 - 35U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800 16 port-gig T module	JC094A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
64	SFS	DB Switch 1	HP 5800-24G Switch	JC100A	CN13BFN07P	Rack 2 - 30U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
65	SFS	DB Switch 2	HP 5800-24G Switch	JC100A	CN13BFN05T	Rack 3 - 35U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
66	SFS	MGT Switch 1	HP 5800-24G Switch	JC100A	CN13BFN066	Rack 6 - 28U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
67	SFS	MGT Switch 2	HP 5800-24G Switch	JC100A	CN13BFN079	Rack 7 - 29U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 500/800 1m RPS Cable	JD190A		
68	Array Network	Internet LLB 1	APV2200 NetVelocity (2GB, 4Ports)	AW968205	1049C3263	Rack 8 - 35U
69	Array Network	Internet LLB 2	APV2200 NetVelocity (2GB, 4Ports)	AW968205	1049C3255	Rack 9 - 35U
70	Array Network	DC-DR Replication LLB 1	APV2200 NetVelocity (2GB, 4Ports)	AW968205	1830M1413	Rack 8 - 33U
71	Array Network	DC-DR Replication LLB 2	APV2200 NetVelocity (2GB, 4 Ports)	AW968205	1044C3058	Rack 9 - 35U
72	Array Network	DMZ SLB 1	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3158	Rack 4 - 28U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
73	Array Network	DMZ SLB 2	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3151	Rack 5 - 28U
74	Array Network	MZ SLB 1	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1049C3261	Rack 1 - 32U
75	Array Network	MZ SLB 2	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3157	Rack 2 - 32U
76	Array Network	VPN GW 1	SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports) With 50 Lic.SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports) With 50 Lic.	AW964155	1047C3152	Rack 8 - 31U
77	Array Network	VPN GW 2	SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports)SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports)	AW977606	1810G942	Rack 9 - 31U
78	KVM Console 1	KVM Console 1	IBM 16 Console Ports & 02 Management Ports			Rack 5 - 37U
79	KVM Console 2	KVM Console 2	BM 08 Console Ports & 02 Management Ports			Rack 5 - 36U
80	KVM Console 3	KVM Console 3	BM 08 Console Ports & 02 Management Ports			Rack 5 - 35U
81	TFT Console 1	TFT Console 1	IBM 1U Flat-Panel Monitor Console Kit			Rack 1 - 22U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
82	TFT Console 2	TFT Console 2	IBM 1U Flat-Panel Monitor Console Kit			Rack 3 - 22U
83	TFT Console 3	TFT Console 3	IBM 1U Flat-Panel Monitor Console Kit			Rack 4 - 22U
84	TFT Console 4	TFT Console 4	IBM 1U Flat-Panel Monitor Console Kit			Rack 5 - 22U
85	Rack 1	Rack 1	IBM Rack Model T42			N/A
86	Rack 2	Rack 2	IBM Rack Model T42			N/A
87	Rack 3	Rack 3	IBM Rack Model T42			N/A
88	Rack 4	Rack 4	IBM S2 42U Standard Rack Cabinet			N/A
89	Rack 5	Rack 5	IBM S2 42U Standard Rack Cabinet			N/A
90	Rack 6	Rack 6	IBM S2 42U Standard Rack Cabinet			N/A
91	Rack 7	Rack 7	IBM S2 42U Standard Rack Cabinet			N/A
92	Rack 8	Rack 8	Standard 42U Network Rack Cabinet			N/A
93	Rack 9	Rack 9	Standard 42U Network Rack Cabinet			N/A
94	Symantec	Rack 4	Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz,Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz with 32 GB Memory & 06 x 300GB HDD			Rack 4 - 19-20U
95	Symantec	Rack 5	Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz,Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz with 32 GB Memory & 06 x 300GB HDD			Rack 5 - 19-20U
96	LTO-4 Media	N/A	IBM LTO-4 Data Cartridges -- Qty-60 IBM Cleaning Cartridges - Qty-1			N/A

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S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
1	IBM x-Series	LDAP Server 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Red Hat Enterprise Linux 6.4	X- 3550-M3 7944-D2A	06ZTW27	Rack 1 - 24 U
2	IBM x-Series	LDAP Server 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW34	Rack 2 - 24 U
3	IBM x-Series	External DNS 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW29	Rack 4 - 24U
4	IBM x-Series	External DNS 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZXW34	Rack 5 - 8U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
5	IBM x-Series	Web Server 1	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZXW37	Rack 4 - 26U
6	IBM x-Series	Web Server 2	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZXW09	Rack 5 - 10U
7	IBM x-Series	Internal DNS 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV77	Rack 1 - 26U
8	IBM x-Series	Internal DNS 2	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW32	Rack 2 - 26U
9	IBM x-Series	WCM	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS	X- 3550-M3 7944-D2A	06ZTV70	Rack 2 - 16U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6			
10	IBM x-Series	Staging Server X-series	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	06ZXW35	Rack 2 - 14U
11	IBM x-Series	Antivirus Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2008 R2	X- 3550-M3 7944-D2A	06ZXW08	Rack 5 - 4U
12	IBM x-Series	Site Protector Console	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2012 Std	X- 3550-M3 7944-D2A	06ZTW38	Rack 6 - 4U
13	IBM x-Series	Mail Gateway	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM,	X- 3550-M3 7944-D2A	06ZTW39	Rack 5 - 6U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6			
14	IBM x-Series	Mail DB	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6	X- 3550-M3 7944-D2A	06ZTW28	Rack 3 - 18U
15	IBM x-Series	RESERVED Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV79	Rack 6 - 14U
16	IBM x-Series	TSM Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTW48	Rack 6 - 8U
17	IBM x-Series	Tivoli Monitoring Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 32 GB RAM,	X- 3550-M3 7944-D2A	06ZTV67	Rack 7 - 10U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 5.5			
18	IBM x-Series	TAADM Server	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 8 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 5.5	X- 3550-M3 7944-D2A	06ZTW45	Rack 7 - 12U
19	IBM x-Series	NMS Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2012 Std	X- 3550-M3 7944-D2A	06ZTV81	Rack 7 - 4U
20	IBM x-Series	IT Help Desk Server	CPU: 2 x I ntel Xeon Processor E7- 4820 2.00GHz 8Core HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 32 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x Power: Redundant 675W AC Power supply Operating System: RHEL 5.5	X- 3850-X5 7143-B2A	06E8724	Rack 6 - 9-12U
21	IBM x-Series	Reporting Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 300 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port SAN: Brocade 4Gb FC Dual-port HBA for IBM System x	X- 3550-M3 7944-D2A	06ZTV73	Rack 6 - 6U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			Power: Redundant 675W AC Power supply Operating System: RHEL 6.4			
22	IBM x-Series	TAADM GW	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 4 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Windows 2008 R2	X- 3550-M3 7944-D2A	06ZTW33	Rack 7 - 14U
23	IBM x-Series	SIEM Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV93	Rack 7 - 6U
24	IBM x-Series	HIDS Server	CPU: 2 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 600 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: RHEL 6.4	X- 3550-M3 7944-D2A	06ZTV83	Rack 7 - 8U
25	IBM p-Series	Application Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 32 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT	p-720 8202-E4B	067096R	Rack 1 - 2-6U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			Drive Operating System: AIX 7.1			
26	IBM p-Series	Application Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 32 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	0670C1R	Rack 2 - 2-6U
27	IBM p-Series	BPM-CE Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	0670C0R	Rack 1 - 8-12U
28	IBM p-Series	BPM-CE Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	067097R	Rack 2 - 8-12U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
29	IBM p-Series	DB Server 1	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	0670AFR	Rack 2 - 18-22U
30	IBM p-Series	DB Server 2	CPU: IBM p-720 Server 4 Active Processor, HDD: 600GB x04 10K RPM SAS SFF Disk Drive, RAM: 48 GB LAN: 4-Port 10/100/1000 Base-TX PCI Express Adapter, Quad-port 1 Gb HEA Daughter Card, SAN: 8 Gigabit PCI Express Dual Port Fibre Channel Adapter Power: Redundant Redundant System AC Power Supply Misc: Multimedia Disk Enclosure with DVD Drive & DAT Drive Operating System: AIX 7.1	p-720 8202-E4B	0670A2R	Rack 3 - 24-28U
31	IBM N-series SAN	DCSAN	IBM System Storage N3400 Model A21 , 20 TB expandable to 368 TB	N3400 Model 2859-A21	1333423 Enclosure1-13-11712 Enclosure2-13-11713 Enclosure3-13-11714	Rack 3 - 2-15U
32	Cisco MDS	DCSANSW 1	Cisco MDS 9124 Express with 16 active ports	Cisco MDS 9124 Express	JAF154293U0	Rack 4 - 24U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
33	Cisco MDS	DCSANSW 2	Cisco MDS 9124 Express with 16 active ports	Cisco MDS 9124 Express	JAF154191VV	Rack 4 - 26U
34	IBM TS-series	DCTAPE Library	TS3310 Tape Library, with 3 LTO4 Drives LTOs Media 60 Cleaning Media 01	TS3310 Tape Library	1382246 & 1321804	Rack 4 - 4-17U
35	IBM x-Series	HMC Console 1	Embedded Hardware appliance for Management of p-series servers with 02 Network ports, 02 x 02GB RAM, 01 x 500GB HDD	X- 3550-M3 M/T 7042CR6	066BA3C	Rack 1 - 20U
36	IBM x-Series	HMC Console 2	Embedded Hardware appliance for Management of p-series servers with 02 Network ports, 02 x 02GB RAM, 01 x 500GB HDD	X- 3550-M3 M/T 7042CR6	066BA4C	Rack 3 - 20U
37	HP-3Com	Internet Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W006	Rack 8 - 29U
38	HP-3Com	Internet Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W002	Rack 9 - 29U
39	HP-3Com	MPLS Firewall 1	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN23F3W00L	Rack 8 - 30U
40	HP-3Com	MPLS Firewall 2	HP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAMHP F1000-S-EI VPN Firewall Appliance 12 Ports, 02GB RAM	JG213A	CN10F3W00D	Rack 9 - 30U
41	Checkpoint	Internal Firewall 1	Check Point 4600 Appliance (including Firewall,VPN, Advanced Networking & Clustering);Bundled with local management for up to 2 gateways 08 Management Ports	CPAP-SG4607	1217800354	Rack 8 - 20U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
42	Checkpoint	Internal Firewall 2	Check Point 4600 Appliance (including Firewall,VPN, Advanced Networking & Clustering);Bundled with local management for up to 2 gateways. For High Availability 08 Management Ports	CPAP-SG4607-HA	1217800374	Rack 9 - 20U
43	H3C	Internet AS 1	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN0BBYT07Z	Rack 8 - 39U
44	H3C	Internet AS 2	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN11BYT029	Rack 9 - 39U
45	H3C	MPLS AS 1	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN0BBYT09X	Rack 8 - 37U
46	H3C	MPLS AS 2	HP A5120-24G EI Switch with 2 Slots & 24 Ports	JE068A	CN0BBYT09Y	Rack 9 - 37U
47	HP-3Com	Mgmt AS 1	HP A5120-48G EI Switch with 2 Slots	JE069A	CN22BYV0GM	Rack 6 - 25U
48	HP-3Com	Mgmt AS 2	HP A5120-48G EI Switch with 2 Slots	JE069A	CN22BYV0K3	Rack 6 - 22U
49	IBM	Internet NIPS 1	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance, 04 Pair + 02 Management Ports	553S395	51220166806453	Rack 8 - 25-26U
50	IBM	Internet NIPS 2	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance 04 Pair + 02 Management Ports	553S395	51220166806242	Rack 9 - 25-26U
51	IBM	MPLS NIPS 1	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance 04 Pair + 02 Management Ports	553S395	51220166806435	Rack 8 - 22-24U
52	IBM	MPLS NIPS 2	PROVENTIA GX5008C-v2 Intrusion Prevention Appliance04 Pair + 02 Management Ports	553S395	51220166806976	Rack 9 - 22-24U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
53	Router MSR30-40	Internet Router 1	HP MSR30-40 Router	JF229A	CN08D0V097	Rack 6 - 29-30U
54 **54**	Router MSR30-40 Router MSR30-40	Internet Router 1 Internet Router 2	HP MSR 256MB SDRAM	JD647A	CN08D0V098	Rack 7 - 31-32U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
			HP MSR30-40 Router	JF229A		
55 **56**	Router MSR30-40 Router MSR30-40	Internet Router 2 MPLS Router 1	HP MSR 256MB SDRAM	JD647A	CN08D0V099	Rack 6 - 32-33U
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
			HP MSR30-40 Router	JF229A		
56 **57**	Router MSR30-40 Router MSR30-40	MPLS Router 1 MPLS Router 2	HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
					CN08D0V09D	Rack 7 - 34-35U
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP MSR 256MB SDRAM	JD647A		
			HP RPS 800 A Redundant Power Supply	JD183A		
			HP X290 MSR30 1m RPS Cable	JD637A		
			HP MSR30-40 Router	JF229A		
57 58	Router MSR30-40 CSW	MPLS Router 2 Core Switch 1	HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A	CN11D5800N	Rack 8 - 3-18U
			HP 2p 10/100/1000BASE-T MIM A-MSR Module	JD548A		
			HP MSR 256MB SDRAM	JD647A		
			HP RPS 800 A Redundant Power Supply	JD183A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HP X290 MSR30 1m RPS Cable	JD637A		
			HP 7510 Switch Chassis	JD238B		
58 **59**	CSW CSW	Core Switch 1 Core Switch 2	HP A7500 1400W AC Power Supply (PWR 1)	JD218A		
			HP A7500 1400W AC Power Supply (PWR 2)	JD218A	CN12D5601G	Rack 9 - 3-18U
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP A7500 20-port Gig-T / 4-port GbE Combo PoE-upgradable SC Module	JC669A		
			HP 7510 Switch Chassis	JD238B		
59 **60**	CSW SFS	Core Switch 2 DMZ Switch 1	HP A7500 1400W AC Power Supply (PWR 1)	JD218A	CN13BFN07S	Rack 4 - 31U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HP A7500 1400W AC Power Supply (PWR 2)	JD218A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP 768 Gbps A7500 Fabric Module	JD220A		
			HP A7500 20-port Gig-T / 4-port GbE Combo PoE-upgradable SC Module	JC669A		
			HP 5800-24G Switch	JC100A		
60 **61**	SFS SFS	DMZ Switch 1 DMZ Switch 2	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN06R	Rack 5 - 31U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch	JC100A		
61 **62**	SFS SFS	DMZ Switch 2 DB Switch 1	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN07F	Rack 2 - 30U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch	JC100A		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
62 **63**	SFS SFS	DB Switch 1 DB Switch 2	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN07Q	Rack 3 - 35U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch	JC100A		
63 **64**	SFS SFS	DB Switch 2 MGT Switch 1	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN011	Rack 6 - 28U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch	JC100A		
64 **65**	SFS SFS	MGT Switch 1 MGT Switch 2	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN07B	Rack 7 - 29U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch	JC100A		
65 **66**	SFS SFS	MGT Switch 2 MZ Switch 1	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN07C	Rack 1 - 35U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800-24G Switch +16 Ports	JC100A		
66 67	SFS SFS	MZ Switch 1 MZ Switch 2	HP RPS 800 A Redundant Power Supply	JD183A	CN13BFN07D	Rack 2 - 35U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800 16 port-gig T module	JC094A		
			HP 5800-24G Switch +16 Ports	JC100A		
67 68	SFS Array Network	MZ Switch 2 Internet LLB 1	HP RPS 800 A Redundant Power Supply	JD183A	1049C3246	Rack 8 - 35U
			HP X290 500/800 1m RPS Cable	JD190A		
			HP 5800 16 port-gig T module	JC094A		
			APV2200 NetVelocity (2GB, 4Ports)	AW968205		

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
69	Array Network	Internet LLB 2	APV2200 NetVelocity (2GB, 4Ports)	AW968205	1049C3247	Rack 9 - 35U
70	Array Network	DC-DR Replication LLB 1	APV2200 NetVelocity (2GB, 4Ports)	AW968205	1049C3244	Rack 8 - 33U
71	Array Network	DC-DR Replication LLB 2	APV2200 NetVelocity (2GB, 4 Ports)	AW968205	1049C3262	Rack 9 - 35U
72	Array Network	DMZ SLB 1	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1049C3224	Rack 4 - 28U
73	Array Network	DMZ SLB 2	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3153	Rack 5 - 28U
74	Array Network	MZ SLB 1	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3150	Rack 1 - 32U
75	Array Network	MZ SLB 2	APV 2200 AppVelocity-S (2GB, 4 Ports) Server Load Balancer with SSL Processing, Compression, Caching, Clustering	AW968203	1047C3154	Rack 2 - 32U
76	Array Network	VPN GW 1	SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports) With 50 Lic.SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports) With 50 Lic.	AW964155	1047C3155	Rack 8 - 31U
77	Array Network	VPN GW 2	SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports)SSL VPN Appliance, Clustering, Clientless access and integration with Client Certificate SPX 4800 (2 GB, 4 Ports)	AW964155	1047C3159	Rack 9 - 31U
78	KVM Console 1	KVM Console 1	IBM 16 Console Ports & 02 Management Ports			Rack 5 - 37U

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
79	KVM Console 2	KVM Console 2	IBM 08 Console Ports & 02 Management Ports			Rack 5 - 36U
80	KVM Console 3	KVM Console 3	IBM 08 Console Ports & 02 Management Ports			Rack 5 - 35U
81	TFT Console 1	TFT Console 1	IBM 1U Flat-Panel Monitor Console Kit			Rack 1 - 22U
82	TFT Console 2	TFT Console 2	IBM 1U Flat-Panel Monitor Console Kit			Rack 3 - 22U
83	TFT Console 3	TFT Console 3	IBM 1U Flat-Panel Monitor Console Kit			Rack 4 - 22U
84	TFT Console 4	TFT Console 4	IBM 1U Flat-Panel Monitor Console Kit			Rack 5 - 22U
85	Rack 1	Rack 1	IBM Rack Model T42			N/A
86	Rack 2	Rack 2	IBM Rack Model T42			N/A
87	Rack 3	Rack 3	IBM Rack Model T42			N/A
88	Rack 4	Rack 4	IBM S2 42U Standard Rack Cabinet			N/A
89	Rack 5	Rack 5	IBM S2 42U Standard Rack Cabinet			N/A

S.NO	BRAND	Description	CONFIGURATION	Part No.	Serial No.	Rack Position
90	Rack 6	Rack 6	IBM S2 42U Standard Rack Cabinet			N/A
91	Rack 7	Rack 7	IBM S2 42U Standard Rack Cabinet			N/A
92	Rack 8	Rack 8	Standard 42U Network Rack Cabinet			N/A
93	Rack 9	Rack 9	Standard 42U Network Rack Cabinet			N/A
94	Symantec	Rack 4	Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz,Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz with 32 GB Memory & 06 x 300GB HDD			Rack 4 - 19-20U
95	Symantec	Rack 5	Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz,Intel(R) Xeon(R) CPU E5-2620 0 @ 2.00GHz with 32 GB Memory & 06 x 300GB HDD			Rack 5 - 19-20U
96	LTO-4 Media	N/A	IBM LTO-4 Data Cartridges -- Qty-60 IBM Cleaning Cartridges - Qty-1			N/A
1	IBM x-Series	LDAP Server 1	CPU: 1 x Intel Xeon 4C Processor Model E5620 80W 2.40GHz/1066MHz/12MB, HDD: 2 x IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD, RAM: 16 GB RAM, LAN: 2 x Gigabit Ethernet Port Power: Redundant 675W AC Power supply Operating System: Red Hat Enterprise Linux 6.4	X- 3550-M3 7944-D2A	06ZTW27	Rack 1 - 24 U

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eMigrate Project
May 2020
Request for Proposal
Volume 2
Commercial & Bidding Terms

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

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Table of Contents

Definitions

Term	Definition
Emigrant	Any citizen of India who intends to depart out of India for taking up employment in any country outside India
Emigration	Departure of any Indian citizen for employment in any country or place outside India
Foreign Employer	Any organization or individual person providing or offering to provide, employment to Indian Workers in their organization or residence in a place outside India
MEA	Ministry of External Affairs that administers the Emigration Act 1983. Formerly this was administered by the Ministry of Overseas Indian Affairs, which was merged with MEA in 2014
Emigration Check Required Country (ECR)	To proceed to an ECR notified country for employment, Emigration clearance is required by an ECR passport holder emigrant from any PoE office
OE & PGE Division	Overseas Employment and PGE Division of Ministry of External Affairs which is responsible to ensure various compliance mandatory under Emigration Act, 1983
Project Exporter (PE)	An Indian organization operating in India, which recruits and sends Indian workers for its overseas projects
Protector General of Emigrants (PGE)	Statutory authority responsible for enforcing the Emigration Act, 1983
Protector of Emigrants (PoE)	Statutory authority under the supervision and control of Protector General of Emigrants for enforcing the Emigration Act, 1983
Pravasi Bharatiya Sahayata Kendra (PBSK)	A 24 X 7 Helpline set up at OE and PGE Division to receive enquiries/ complaints from emigrants and users of eMigrate portal
Recruiting Agent	Person/agency engaged in the business of overseas recruitment in India on behalf of a foreign employer
eMigrate Solution	A portal to be developed freshly and maintained along with the entire IT Infrastructure, by the Service Provider as per the requirements given in this RFP
Takeover	Taking over the control of the existing eMigrate portal (www.emigrate.gov.in) and its Infrastructure setup, by the Service Provider from the Implementation Agency (IA) maintaining the eMigrate solution as on the date of selection of Service Provider
Go-Live	Post Takeover, the date on which the eMigrate solution is made operational on the production environment and becomes available for use to all the identified stakeholders of the project post successful completion of the acceptance testing by the 3rd party audit agency or any other agency/ group designated by MEA

Abbreviations

Abbreviation	Explanation
3PAA	Third part Audit Agency Appointed by the MEA to audit the project
CPC	Central Processing Cell setup at OE and PGE Division for initial scrutiny of emigration Clearance Applications submitted by RAs/ emigrants, before they are approved/ rejected by PoEs
DC	Data Centre
DRC	Disaster Recover Centre
ECNR	Emigration Check Not Required
ECR	Emigration Check Required
FE	Foreign Employer
FRA	Foreign Recruiting Agent
SP	Service Provider - to be chosen through this RFP to replace the Implementation Agency to design, develop and maintain the project for the stipulated term
MEA	Ministry of External Affairs
MIS	Management Information System
PBBY	Pravasi Bharatiya Bhima Yojana
PGE	Protector General of Emigrants
PMG	Program Management Group
PoE	Protector of Emigrant
RA	Recruiting Agent/ Recruiting Agency
RFP	Request for Proposal (also referred as Tender document)
SDD	Software Design Document
SRS	Software Requirement Specifications
UAT	User Acceptance Testing
UMANG	Unified Mobile Application for New Age Governance
WAN	Wide Area Network

1. Introduction

1.1 Background

Over the years the number of Indians going abroad for employment has been significant; of which a large number of Indians go to countries that are notified as 'Emigration Check Required-ECR'. Majority of these Indian emigrants are blue collar workers employed in Gulf Cooperation Council (GCC) countries namely Saudi Arabia, United Arab Emirates, Qatar, Bahrain, Oman and Kuwait and the numbers of such workers in these countries are steadily increasing. The contribution of these emigrants is also significant in terms of the remittances sent by them. The Overseas Employment and Protector General of Emigrants (OE & PGE) Division (referred as the 'Division' hereafter) of MEA has been using Information Technology extensively for meeting the objectives of resolving the problems faced by not only these emigrants but also by other stakeholders in the emigration process.

1.2 OE & PGE Division

The division is headed by an Additional Secretary rank officer designated as Protector General of Emigrants (PGE) and is the nodal office for matters relating to Indians going abroad for employment purposes. The division looks after the various aspects of emigration covered under the Emigration Act, 1983, which includes the recruitment of Indians for overseas employment either directly by Foreign Employers (FEs), or through the Recruiting Agents (RAs) and thereby for instance oversees registration of Recruiting Agents (RA) as well. The division is a focal point for the various stakeholders in the emigration ecosystem; to which emigrants & their families, Skill Development Agencies conducting pre departure orientation program, Insurance Agencies issuing PBBY policy, State Governments (Police and NRI departments) turn to for information, assistance and facilitation. The division also interacts with Foreign Governments for providing safe and legal emigration and ensuring the welfare of Indian emigrants in the country of their employment. Protector General of Emigrants (PGE) undertakes its functions through the 13 Protector of Emigrants (PoEs) offices located at Delhi, Mumbai, Kolkata, Chennai, Bengaluru, Patna, Chandigarh, Jaipur, Lucknow/ Rai Bareli, Hyderabad, Thiruvananthapuram, Kochi, and Guwahati. Most of the processes related to emigration are now available to the stakeholders online through the eMigrate Project (www.emigrate.gov.in). MEA also plans to bring a new Emigration Management Bill to further `strengthen the governance mechanism.

1.3 eMigrate Project

The project is implemented since 2012 through an Implementation Agency (IA) who has procured and installed necessary hardware/software, developed the required core application software and further has been maintaining the system since its launch in May 2014. The contract with the present IA is to be concluded soon which necessitates the selection of an agency to support the project further.

1.4 Need for a Revamped Platform - System & Hardware

Since the selection of the IA in 2010, there have been significant technology advancements not only in terms of hardware specification but also in the area of software development.

There also has been a constant need to keep enhancing the eMigrate core application software to meet the requirements of various stakeholders and Government Agencies including that of foreign governments. In this context, the division has been taking initiative to integrate the core application software with the software systems of the labour departments of various GCC countries where most of Indian emigrants reside.

1.5 Implementation Model

To achieve the above objective, the division invites proposals from interested companies capable of delivering the services described herein and to engage with the successful bidder who shall be required to implement the proposed system as well as operate & maintain it on a Government financed model as specified in this RFP. It is to be emphasized here that division is looking at this engagement where the implementation agency shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live" as per the specifications laid out in this RFP. The bidders are expected to focus on the objectives of this project and formulate their solution offerings in a manner that enables achieving those objectives both in letter as well as spirit. Bidders shall also need to understand at this stage that with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.

1.6 Contents of the RFP

The content of this RFP has been documented as a set of three volumes explained below:

Volume 1 (Functional, Technical and Operational Requirements): Volume 1 of RFP intends to bring out all the details with respect to solution and other requirements that the division deems necessary to share with the potential bidders. The information set out in this volume has been categorized as Functional, Technical and Operational requirements and covers multiple aspects of the project.

Volume 2 (Commercial and Bidding Terms): Volume 2 of RFP purports to detail out all that may be needed by the potential bidders to understand the bidding process.

Volume 3 (Contractual and Legal Specifications): Volume 3 of RFP is essentially devoted to explaining the contractual terms that the division wishes to specify at this stage. It also includes a draft of Master Services Agreement.

This is Volume 2.

2. Request for Proposal -

2.1 Cost of the RFP (Tender) document

(i) The tender document can be downloaded from the CPPP (Central Public Procurement Portal).

(ii) A Bid fee of Rs. 15,000 (Rupees fifteen thousand) shall be remitted to MEA in the form of Demand Draft drawn in favour of Pay and Accounts Officer, Ministry of External Affairs payable at Delhi .

The Tender Document is not transferable to any other bidder and only those bidders who have purchased the tender document from MEA shall be considered for processing

2.2 List of documents in this Tender

The Tender document of **three volumes** of the Request for Proposal.

(i) RFP Volume 1: Functional, Technical, and Operational Requirements

(ii) RFP Volume 2: Commercial and Bidding Terms

(iii) RFP Volume 3: Contractual and Legal Specifications.

The bidders are expected to examine all instructions, forms, terms, project Version 2.0 requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the Bid security.

2.3 Key Activities and Dates

The Schedule of Key Activities for the purpose of this RFP and bid process is planned as below, this is subject to change at the sole discretion of Ministry of External Affairs:

S. No	Key Activities		Date	Day
1.	Issuance of Request for Proposal (Download)	R	29-05-2020	Friday
2.	Last date for receipt of Pre-Bid Queries from Bidders at the Ministry	R+2 weeks	11-06-2020 5:00 PM	Friday
3.	Pre-Bid Conference	R+2 weeks	11-06-2020 11:00 AM	Thursday
4.	Replies to Pre-Bid-Queries	R+4 weeks	25-06-2020	Thursday
5.	Last Date of Submission of Bids	R+5 weeks	02-07-2020	Thursday
6.	Opening of Pre-Qualification	R+5 weeks	02-07-2020	Thursday
7.	Opening of Technical Bids	R+5 weeks	02-07-2020	Thursday
8.	Presentation by Bidders	R+6 weeks	09-07-2020	Thursday
9.	Results of Technical Submissions	R+8 weeks	23-07-2020	Thursday

S. No	Key Activities	Date	Day
10.	Opening of Commercial Bids	___	To be decided
11.	Declaration of Winning bid	____	To be decided
12.	Contract Finalization	R+13 weeks	To be decided

2.4   Queries by Bidders and Response from Ministry of External Affairs

All enquiries / clarifications / questions from the bidders, related to this RFP must be directed in writing (in the format specified at Annexure 5: Request for Clarifications of the Volume 2 of this RFP) exclusively to the contact person notified by MEA through email at usoe3@mea.gov.in . The acceptable mode of delivering questions to the aforementioned contact person would be through email only. Telephone calls/ faxed messages/ in-person representations will not be acceptable for this purpose. In no event will the MEA be responsible for ensuring that bidders' queries have been received successfully by the MEA. After release of the RFP, the contact person notified by MEA will begin accepting written questions from the bidders. The MEA will endeavor to provide a full, complete, accurate, and timely response to all questions. However, the MEA makes no representation or warranty as to the completeness or accuracy of any response, nor does the MEA undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all. No request for clarification from any bidder shall be entertained after 7:00 PM on the last date specified in Section 2.3.

2.5   Supplementary Information to the Request for proposals

If MEA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

2.6   Cost towards Preparation of Proposal (Proposal Preparation Costs)

The bidder is responsible for all costs incurred in connection with participation in this bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MEA to facilitate the evaluation process, and in negotiating bidding or contract terms or all such activities related to the bid process. This RFP does not commit the MEA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

2.7   MEA's Right to Terminate the Process

(i) The MEA may terminate the RFP process at any time and without assigning any reason. The MEA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

(ii) This RFP does not constitute an offer by the MEA. The bidder's participation in this process may result in MEA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MEA to execute a contract or to continue negotiations. The MEA may terminate negotiations at any time without assigning any reason.

2.8 Bid Security and its Amount (EMD)

(i) Bidders shall submit, along with their Bids, a Bid security or EMD of Rs. 1,00,00,000 (Rupees one crore only), in the form of a Bank Guarantee issued by a nationalized bank in favor of 'The Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi/Delhi and valid for Nine months starting with the date of bid submission as notified by MEA. Bid security in any other form will not be entertained.

(ii) The bid security of all unsuccessful bidders would be returned by MEA within 45 days of a bidder being notified by MEA as being successful. The bid security of successful bidder would be returned upon submission of the requisite Performance Bank Guarantee. The Bank Guarantee for Bid Security will be made in a format similar to that specified for PBG with suitable modification as applicable.

(iii) Bids submitted without the prescribed bid security will be liable for rejection without providing any opportunity to the bidder concerned.

2.9 Consortium and sub-contracting

(i) No Consortium is allowed in this bid

(ii) Hosting of core application software and related software can be done at a third-party facility. Subcontracting is not allowed on any other components of this project.

2.10 Venue & Deadline for submission of proposals

(i) Proposals shall be received by the MEA at the CPPP Portal only.

(ii) Last Date & Time of submission: Proposals must be submitted before or by 1900 hours on the last date specified in Section 2.3. or subsequent changes if any.

(iii) The MEA may, under exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals by issuing a notice to all bidders through MEA website, CPP Portal.

2.11 Late bids

Bids received after the last date and the specified time for any reason whatsoever, shall not be entertained. Bids will be submitted by the Bidder only through the Central Public Procurement Portal (CPPP). Bids submitted on any modes other than CPPP shall be summarily rejected.

2.12 Bid Opening

Proposals submitted by bidders shall be opened as per the schedule indicated at Section 2.3 above.

MEA reserves the right at all times to postpone or cancel a scheduled tender opening or any other bid process. The venue for opening of proposals shall be at the OE & PGE Division, MEA, Akbar Bhavan, Chanakyapuri, New Delhi. Change of address shall be at the sole discretion of the Ministry.

2.13 General Guidelines for bid opening

(i) Bidders will submit their proposal in three parts viz.
   (a) Pre-qualification,
   (b) Technical
   (c) Commercial as indicated in the RFP. The three parts of proposals shall be opened separately in the given order as per the conditions and methodology specified in this RFP.

(ii) The technical proposals of only those bidders who qualify in the evaluation of pre-qualification proposals will be opened.

(iii) The commercial proposals of only those bidders who qualify in the evaluation of technical proposals will be opened.

(iv) The venue, date and timing for opening the technical and commercial proposals will be informed to the bidders at the appropriate time, with an advance notice of 3 days or as found adequate by the Ministry.

(v) All the proposals will be opened in presence of bidders' representatives. The number of representatives from the Bidder's firm shall be restricted to two (2) individuals only.

(vi) However, MEA shall not take responsibility for ensuring the presence of bidders' representatives and shall go ahead with opening of bids at the notified date, time and venue.

(vii) Bidder's representatives shall not possess laptop, mobile, pagers or other communication equipment during the opening of the bid(s).

(viii) The bid opening process may be video recorded.

3. Implementation Model

3.1 Project implementation scope for Implementation Agency (IA)

SP shall be responsible for performing all activities listed under section 3 of the RFP – Volume 1 as per requirements and terms detailed throughout the RFP (all volumes).

3.2 Project implementation model

The eMigrate project shall be designed, built and operated on an outsourced model wherein the project's design, development and operation & maintenance shall be outsourced to a private agency to be known as SP and selected through a competitive bidding process. This model is adopted to facilitate utilization of private resources and expertise for implementation and operation and maintenance and at the same time to retain MEA's control over the system design (through conformance to RFP requirements), development (through conformance to standards) and operation & maintenance (through conformance to SLA). The basic premise of this model is to leverage private resources in undertaking all those tasks in this project that are non-core and non-sovereign to Government and to ensure strategic control of MEA over the project and its resources.

3.3 Terms of payment for IA

The project shall follow a government-financed model wherein SP will be required to finance all the expenses, capital and operational, related to their scope of work in this project. MEA shall pay them back all the above expenditure subject to certain terms and conditions described below:

(i) The entire cost of design, development, implementation, operation and maintenance of the eMigrate project shall be borne by the SP.

(ii) IA would be paid by MEA for the above expenditure strictly as per the rates and amounts quoted by the IA in their commercial proposal and agreed by the MEA.

(iii) No payment shall be made before the project is declared Go-Live as prescribed in this RFP

(iv) Cost towards Infrastructure & licenses exclusively procured for MEA shall be paid as follows

    (a) 50% CAPEX on successful Go-Live, and taxes on complete capex to the tune of 100%

    (b) 50% equally divided in the 32 equated quarterly instalments

(v) Payment for all other elements including Opex for the emigrate solution and remaining 25% of the cost elements referred above will be made in equal quarterly instalments (EQI) over the eight years operation and maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in 32 thirty-two equal parts, without any interest or compounding or discounting.

(vi)   Payment will be subject to strict adherence to SLA signed between MEA and SP and subject to SLA Credit/Debit points calculated by the team designated by MEA for every quarter as per the agreed methods, process and tools.

(vii)   Payment shall be subject to penalty adjustments if any, revealed during the SLA credit/debit calculations or otherwise

(viii)   Payment shall be subject to penalty adjustment, if any, revealed during the SLA credit/ debit calculation or otherwise.

(ix)   Payments for Emigrant cards shall be made as per the number of cards issued by the SP in a quarter and the issuance cost per card quoted by the SP in their bid.

(x)   Cost of third-party audits, if any, shall be borne by MEA.

3.4   Future arrangement

At the end of eight years of O&M period executed by the SP, the MEA will find and appoint a replacement SP for the future. Prior to selection of the replacement SP, MEA would carry out a replacement requirement assessment. The replacement requirement assessment will enable MEA to identify modification needed in assets, SLA, role and responsibility of IA, and other aspects of operational and financial arrangement in the eMigrate ecosystem. MEA, if it desires so, may extend the term of the incumbent SP as per clauses defined for extension.

3.5   Exit Management

Detailed provisions shall be made in the contract agreement to manage the exit of the IA from the project on maturity of the contract or due to premature termination of contract.

4. Proposal Instructions & Conditions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. The MEA will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

4.1 RFP Format

(i) This RFP also includes specific questions about bidder's proposed solution, technical qualifications and capabilities, development, implementation, operations and management approaches and strategy, to facilitate MEA in determining bidder's suitability as the Implementation Agency for the requirements outlined in this RFP. The bidder is expected to respond to the requirements as completely and in as much detail as possible and focus on demonstrating bidder's suitability to become the Implementation Agency for the requirements outlined in this RFP.

(ii) As should be clear from the statement of the vision and scope of this project, MEA seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. The MEA will be appreciative of the quality and responsiveness of the proposal.

(iii) The bidder must submit, as separate documents in separate files, "Pre-qualification Proposal", "Technical Proposal" and "Commercial Proposal", through CPPP

4.2 Documents comprising the bidders' proposal

(i) Proposal submitted by the bidder shall comprise the following:
   (a) Proposal covering letter (in the format set forth in Annexure 1 of the Volume 2 of this RFP) on the bidder organization's letter head
   (b) Bid security as specified in Section 2.8 of Volume 2 of this RFP
   (c) Pre-qualification proposal as specified in Section 4.3 of Volume 2 of this RFP
   (d) Technical proposal as specified in Section 4.4 of Volume 2 of this RFP
   (e) Commercial proposal as specified in Section 4.5 of Volume 2 of this RFP
   (f) Any other information that is required to be submitted in the proposal process

(ii) Bidder shall submit with its Pre-qualification Proposal, inter alia, the following:
   (a) A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP/ bid process.

   (b) Bidders shall furnish the required information on their technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection. The bid shall be submitted with the covering letter as specified and enclosed in the main envelope, which will contain the Bid Security, Prequalification proposal, Technical proposal and Commercial proposal Envelopes. Bids not submitted with the covering letter shall be liable for rejection.

4.3 Prequalification Proposal

(i) As set forth in Annexure 1: Bid Covering Letter, the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter.

(ii) Prequalification proposal will be used for assessing the bidders on the basis of prequalification criteria laid down in this RFP. Therefore, the bidders are required to submit this proposal in specified format furnishing all the required information and supporting documents.

(iii) The bid may be rejected at prequalification stage itself and not considered for technical proposal evaluation if it fails to satisfy the prequalification criteria specified in this RFP.

(iv) Following prequalification criteria shall be applied to assess the eligibility of bids for this bidding process:

(a) The bidder should be a company incorporated in India and with controlling stakes held by Indians, as evidenced by the Certificate of Incorporation issued by the Registrar of Companies and certificate of shareholding issued by the respective Company Secretary.

(b) The company should have been in operation for at least 5 years as of 31-03-2020, as evidenced by the Certificate of Commencement of Business issued by the Registrar of Companies.

(c) The bidder should have a net worth Rs. 100 crore or more as on the last financial year end date as evidenced by the audited balance sheet for the last financial year (2019-20)

(d) The bidder should have earned revenues of Rs. 200 crore or more from the IT business in each of the last 3 financial years, as evidenced by the audited financial statements of the company for the respective financial years. Revenues from the ITES business (if any) shall not be considered for satisfying the revenue criteria specified above and therefore the financial statements must distinctly describe the revenue heads.

(e) The bidder should have successfully completed implementation of at least 2 IT projects (including both supply of bespoke software and hardware) during the last 5 years wherein the value for those projects should be at least Rs. 50 crores. This should be evidenced by a certificate issued by the authorized signatory of the concerned client organization.

(f) The bidder should have been certified for ISO 9001 and SEI CMMi level 3 (or higher) during last one year at the least and the certificate should be valid till 31-03-2021 or later. This should be evidenced by a certificate issued by the respective certifying agencies.

S.No	Criteria	Requirement
1	Company should be incorporated in India	Proof of company being incorporated in India in the form of Certificate of ROC
2	Operation in business	Minimum 5 years in operations continuously as on 31.3.2020
3	Net-worth of the company	Minimum Networth of Rs. 100 Crores
4	Revenue of the company	Minimum revenue of Rs. 200 crores or more in IT business in each of the last three financial years 2016-17 2017-18 2018-19
5	Successful IT Projects	At least 2 projects in last 5 years as on 31.03.2020 Value of each project not less than Rs.50 crores
6	CMMI certification	At least CMMi Level 3 in Software valid til 31st March 2021

4.4 Technical Proposal

(i) Covering letter, set forth in Annexure 2, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information.

(ii) The technical proposal should address the following at the minimum and should be structured in logical sections dealing with corresponding requirements:

(a) Executive summary, giving an overview of the proposal

(b) Technical evaluation criteria mapping with reference to proposal volume/ section/ page

(c) Bidder's understanding of the project and scope of work

(d) Proposed application solution

- Business Architecture
- Application Architecture
- Technical Architecture
- Deployment Architecture
- Technologies proposed

(e) Testing approach & methodology

(f)   Quality assurance approach & methodology

(g)   Approach for data migration & digitization

(h)   Proposed IT infrastructure solution

- Solution Approach
- Solution Components
- Technologies proposed
- Sizing Methodology
- Scalability Provision
- Performance Provision
- Availability Provision
- Interoperability Provision
- Manageability Provision
- Deployment Architecture

(i)   Computing infrastructure

- Storage infrastructure at D , DRC, Cloud
- Network architecture and solution
- Security architecture and solution
- Emailing/ messaging solution
- EMS solution
- SLA measurement & monitoring system

(j)   Compliance to industry standards (prescribed in the RFP or otherwise)

(k)   BCP and DR strategy & plan

(l)   Approach & solution for Strategic control of MEA

(m)   Bill of material for the complete proposed solution mentioning the make, model, quantity and also the reference to the serial number of the respective format where the commercials were uploaded **(without price)**

(n)   Project management strategy and plan

- Implementation Strategy
- Project Plan
- Project Governance
- Project Management Approach
- Project Management Tools
- Project documentation

(o)   Operation & maintenance approach

- IT Services management
- Helpdesk solution
- DC/ DRC operation
- WAN operation

(p)   Vendor management

(q)   Asset management

(r)   Project risk management
- risk assessment
- risk monitoring
- mitigation strategy & plan

(s)   Project team (implementation and operation & maintenance separately)
- Size
- Skill set & capability
- deployment plan
- Key positions proposed (as per format)

(t)   Relevant experience
- IT project implementation
- IT project operation & maintenance

Note: weightage shall be given to the proposal containing (automated) industry accepted tool for project.

(iii)   The Bill of materials/ deliverables as given in the technical proposal should be in consonance with the commercial proposal. Any deviations between technical and commercial proposals in this respect shall make the proposal as being unresponsive and may lead to disqualification of the proposal. MEA reserves the right to take appropriate action in this regard.

(iv)   MEA is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, such suggestions would in no manner be binding on MEA and bidder should not assume any change in the bid process terms as a result of having given such suggestion.

(v)   The bidder must address the following in their project implementation strategy:

(a)   A detailed Project schedule and milestone chart

(b)   Approach and Methodology of design, development and implementation of the solution (including application and IT & non-IT infrastructure). The plan should adhere to the best practice and standards followed in the industry.

(c)   Key implementation objectives, key deliverables and an implementation schedule for the same

(d)   Project Management tools proposed to be used for project

All the resumes of the proposed team should be given in the following format only:

Proposed Group	Project Management	Design & Development	Operations & Maintenance	Others
Proposed Role				
Educational Qualification with name of institute				
Professional Qualification(s) With name of institute				

Proposed Group	Project Management	Design & Development	Operations & Maintenance	Others
Tasks Proposed for this assignment				
Areas of Expertise				
Remarks if any				
Note: During evaluation of the proposal, weightage shall be considered for professionals with qualification from reputed institutions including IIT,NIT,REC,IIMs etc.,				

(vi) Certification and responsibility of OEMs

    (a) The OEM associated with the project through the bidder shall designate a person for addressing the concerns raised by the division from time to time, regarding the AMC, upgradation of the hardware or cost of new hardware if to be procured during the project for executing any changes

    (b) OEM, if associated with multiple bidders for the project, shall ensure to offer the same costing to all the bidders. In case of variation of the costing, the least cost quoted by the SP shall be taken into consideration.

    (c) Certificate from respective OEM(s) that all Hardware, Software shall remain under the OEMs' warranty during the complete duration of the project including extended term (if any). No additional cost shall be paid for warranties except for the amount mentioned in the bid by SP.

    (d) Partnering OEMs shall ensure a level playing field with bidders in terms of cost and support.

(vii) Bidder Undertakings

Bidder shall submit an undertaking for accomplishing the implementation schedules for completion of key milestones/ deliverables.

(viii) Software Development for the eMigrate

The existing application software that was created/developed for the current eMigrate system will be handed over to the successful bidder. The bidder shall run the application software and may prefer to migrate to their new architecture/proposal within a span not exceeding 42 weeks from the date of signing of the contract. Until migration to the new system, the bidder shall continue to receive payments as per the terms and conditions of the current contract or as per the terms of new contract, whichever is lesser. However, in either cases, the bidder must migrate to new system, as proposed in their bid within the given time span, failing which, the bidder is liable to pay penalties as defined in this contract/SLAs. The SLA's shall come into force from the date of declaration of Go-Live.

(ix) Source Code and IPR

The source codes & intellectual property rights of all the software/ deliverable developed under this project shall be the exclusive property of MEA. Bidder shall submit a declaration to this effect.

(x)   Total Responsibility

Bidder shall submit a statement, without any condition, undertaking total responsibility for the defect free operation of the eMigrate system.

4.5   Commercial Proposal

(i)   A covering letter set forth in Annexure 3, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter.

(ii)   Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes.

(iii)   The Commercial proposal shall be submitted only through the CPPP in the prescribed format

4.6   Signature

All proposals must be signed in ink with the bidder's name/ stamp and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations,. All obligations committed by such signatories must be fulfilled. Each page of the proposal would be signed/ initialed.

All proposal being submitted to the Central Public Procurement Portal, shall be signed in ink by the authorized signatory of the bidding firm and stamped before scanning and uploading to the portal.

4.7   Submission of Proposal

Proposals shall be packaged and submitted in the manner prescribed below:

Source	Description
Envelope 1 **Bid Security**	This envelope containing the Bid Security shall be sealed and super scribed "BID SECURITY FOR EMIGRATE PROJET VERSION 2.0" and submitted at the designated office before the opening time of the pre-qualification The scanned document shall be uploaded to the CPPP
Part 2	The pre-qualification proposal should be submitted in both soft and hard formats. Soft copy shall be uploaded to the CPPP Any supporting documents, that does not fit in the CPPP upload shall be submitted at address mentioned.
Part 3	Technical Proposal shall be uploaded to the CPPP

Source	Description
	The hard copy of it (in sealed cover) shall be submitted at the address specified in Section 2.12 prior to the time of opening of Technical bid . The Envelope shall be super scribed "Technical Proposal – eMigrate Project "
Part 4	Commercial Proposal should be submitted only in the CPPP only in the prescribed format. No details detail to commercials shall be made visible in any other parts of this bid Any indication on commercial details shall be one of the primary parameters for disqualification of the bid.

Note:

1. All bids should be submitted through the portal, while any such physical copies shall reach the designated office mentioned in Section 2.12 of this RFP
2. Each page must be signed in INK by the authorized signatory before being scanned and submitted
3. Commercial details shall be submitted only in the CPPP
4. Both CPPP & Direct submissions should reach within the prescribed time & date defined in this RFP
5. Delay in either or both the submissions (CPPP & physical) shall lead to disqualification of the bid and shall not be considered for opening
6. **MEA** has the rights to change the dates/times or to withdraw this Bid process without prior notice

4.8   Period of Validity of Proposals

a. The proposals shall be valid for a period of 9 months (Nine months) from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

b. In exceptional circumstances, at its discretion, MEA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.

4.9   Late Proposals

Any proposal received at the MEA's office designated in this RFP after the specified time for receipt of the same will not be considered. The last date & time as defined in the CPPP shall stand valid for submission of physical documents/ bid fee / EMD etc.

4.10 Non-Conforming Proposals

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming. In addition, the MEA will look with disfavor upon proposals that appear to be "canned" presentations of promotional material that do not follow the format requested in this RFP or do not appear to address the particular requirements of the eMigrate solution, and any such bidders may also be disqualified.

4.11 Overly Elaborate Proposals

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. The MEA's interest is in the quality and responsiveness of the proposal.

4.12 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, MEA, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. MEA, at its discretion, may extend the deadline for the submission of proposals.

4.13 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the MEA and will not be returned. Details submitted online through the CPP portal and the hardcopy version shall be replicate of each other. Any variation/deviation in submissions shall not be considered for evaluation.

4.14 Prices

(i) The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. MEA reserves the right to procure the components/services listed in this RFP in whole or in part. In case of any services /components not procured from the Service Provider for any reason, payments shall not be made to the Service Provider for those services/components. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by MEA to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. **The price would be inclusive of all taxes, duties, charges and levies as applicable.**

(ii) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

(iii) Any increase in tax rate/slab will make SP eligible for the payouts for the amount increased due to increase in tax

(iv) Any decrease in tax rate/slab shall entail SP to refund /deduct such decrease in the invoice/subsequent billing cycle.

4.15 Correction of errors

(i) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

(ii) Arithmetic errors in proposals will be corrected as follows:

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

4.16 Disqualification

(i) The proposal is liable to be disqualified in the following cases:
  (a) Proposal is not submitted in accordance with this document.
  (b) During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
  (c) The bidder qualifies the proposal with his own conditions and/ or deviates from the terms of the RFP.
  (d) Proposal is received in incomplete form.
  (e) Proposal is received after due date and time.
  (f) Proposal is not accompanied by all requisite documents
  (g) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
  (h) Commercial proposal is enclosed with the same envelope as technical proposal.
  (i) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
  (j) Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 calendar days of the date of notice of award of contract or within such extended period, as may be specified by MEA.

(k)   Bidder or any of its representative tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process till the final contract has been awarded.

(ii)   Bidders may specifically note that while evaluating the proposals, if it comes to MEA's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of five years from participation in any of the tenders floated by MEA.

(iii)   It is also clarified that if need arises MEA would go in for appointment of outside party(s) to undertake the work under the captioned tender.

4.17   Modification and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

4.18   Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder, consortium member or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MEA. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

4.19   Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4.20 Conditions

The following terms are applicable to this RFP and the bidder's proposal

(i)   This RFP does not commit the MEA to enter into a service agreement or similar undertaking with the bidder or any other organization and the MEA shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. The MEA reserves the right to enter into relationships with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.

(ii)   Each bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the

MEA, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MEA as to any material fact."

(iii) MEA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidder. The MEA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

(iv) Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the MEA unless stated otherwise in the definitive service agreement.

(v) Timing and sequence of events resulting from this RFP shall ultimately be determined by the MEA.

(vi) No oral conversations or agreements with any official, agent, or employee of the MEA shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of the MEA shall be superseded by the definitive service agreement that results from this RFP process. Oral communications by the MEA to bidders shall not be considered binding on the MEA, nor shall any written materials provided by any person other than MEA.

(vii) Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.

(viii) By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the MEA participated directly or indirectly in the bidder's proposal preparation.

(ix) Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against the MEA or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

(x) Until contract award, bidders shall not, directly or indirectly, solicit any employee of the MEA to leave the MEA or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any person acting in concert with the bidder, without prior written approval of the MEA.

5. Proposal Evaluation Process

As prescribed in the earlier session, the proposals shall be received only through the Central Public Procurement Portal (CPPP)

5.1 Bid Opening Sessions

The bids will be opened, in Two sessions,

(i) The first session shall be to open the Pre-Qualification & Technical Qualification documents submitted by the bidders [Download from CPPP]

(ii) The pre-qualification documents shall be evaluated. Only those bids that qualify in the Pre-Qualification phase shall be considered for evaluation of the technical proposal

(iii) Bids that qualify on the Pre-Qualification evaluation, shall be considered for Technical Evaluation

(iv) The technical evaluation shall be conducted by the MEA and those who qualify in the Technical Evaluation shall be called for opening the commercial bid on the CPPP

(v) All bids, Pre-qualification and Technical shall be opened one after the other on the same date and time.

    (a) Bids that are received in the CPPP shall be opened in the order of time of receipt of the bid

    (b) Only TWO representatives from the bidding firm(s) shall be allowed to participate in the bid-opening process

    (c) Declaration of result of Pre-Qualification / Technical Evaluation shall be at the sole discretion of the MEA

    (d) Scrutiny of bid documents shall be made during the bid-opening to determine the completeness & orderliness of the documents.

    (e) MEA reserves the right to ask for clarification from the concerned bidder

    (f) In the event of bid being opened through web-conferencing or web-meeting the emails of bidders' representatives shall be sought in advance to invite them for such meetings.

5.2 Committee

Proposals will be reviewed by the Tender-Cum-Technical-Evaluation-Committee (TCTEC). This committee shall be referred as "the Committee Or TCTEC" appointed by the MEA or its designated representative(s). The MEA, or such other authority designated by the MEA, as the case may be, is also referred to herein as the "Committee or TCTEC". The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

5.3 Evaluation Procedure

Evaluation of the bids will be done in three stages and at the end of every stage short listed bidders whose bids qualify for the next stage will be informed of the result.

5.4   Opening of Bid Security

The bid security will be opened, by representatives of the Committee on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Pre-qualification Bid is to be opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected forthwith.

5.5   Opening and Evaluation of Pre-qualification Proposal

The Prequalification proposal envelopes of only those bidders, whose Bid Security is in order, shall be opened in the same session. The bids will then be passed on to the Committee for evaluation. The Committee shall evaluate the proposals against the RFP requirements on the basis of facts and supporting documents submitted as part of the proposal. The Committee may decide to ask for more evidence from one or more bidders with respect to whose bids the Committee deems necessary to do so prior to declaring the results.

5.6   Opening and Evaluation of Technical Proposals

The evaluation of the Technical bids will be carried out in the following manner:

(i)   The Technical Proposals of only those bidders whose Pre-qualification Proposal has qualified in the Committee's evaluation will be opened.

(ii)   The bidders' technical solutions proposed in the bid document are evaluated as per the requirements specified in the RFP and adopting the evaluation criteria outlined below. The Bidders are required to submit along with the proposal all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

(iii) Proposal Presentations: TCTEC/committee may invite each bidder to make a presentation to the MEA at a date, time and location determined by the MEA. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.

(iv)   The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

(v)   Each Technical Proposal will be evaluated and assigned a technical score out of a maximum of 100 points.

(vi)   Only the bidders, whose proposals score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their Commercial proposals. In addition, the bidders are also required to score the minimum cut-off mark defined for each area as explained in the table:

	SCORING				
S.No	**Parameter**		**Sub Score**	**Maximum**	**Minimum**
	Total			100	70
1	**Financial Ability**	3		3	1
	Qualifier 100 Crore for bidder in each of the past 3 FY (2018-19, 2017-18, 2016-17)				
	Turnover >= 1000 Crore		3		
	Turnover >= 500 Crore but <1000 crore		2		
	Turnover >= 100 Crore but <500 crore		1		
	[Supported by Signed Balance Sheets]				
2	**Net Profit (as % of Turnover) of the Company**	2		2	0
	Net Profit >=10%		2		
	Net Profit (positive) but<10%		1		
	[Supported by Signed Balance Sheets]				
3	**Past Experience in e-Governance Project (10 years)**	4		4	1
	5 or more e-Governance projects worth at least Rs. 100 Crores out of which at least 3 has been completed and 2 or more are in progress		4		
	4 e-Governance Projects worth Rs. 100 crores each out of which at least 2 has been completed and 2 is in progress		3		
	3 e-Governance Projects worth Rs. 100 Crores each out of which at least 2 has been completed and 1 is in progress		2		
	2 e-Governance Projects worth Rs. 100 Crores each out of which at least 1 has been completed and 1 is in progress		1		
	Less than 2 e-Governance Project completed worth Rs. 100 crores		0		
	Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided				
4	**Past Experience in IT Turnkey Project (3 years) 3 projects**	3		3	1
	Four projects each worth more than Rs.200 crores & cumulative Rs.1000 crores		3		

SCORING				
S.No	**Parameter**		**Sub Score**	**Maximum**	**Minimum**
	Three projects each worth more than Rs.300 crores & cumulative Rs.1000 crores		2		
	One project worth Rs. 1000 crores in last 3 years or two projects each worth more than Rs.500 crores & cumulative Rs.1000 crores		1		
	Note: The bidder must submit completion certificate, work order and progress report to substantiate the information provided				
5	**Manpower Strength [IT PROFESSIONALS]**	**3**		**3**	**3**
	More than =15,000		3		
	More than =10,000 but less than 15,000 IT Professionals		2		
	More than =5000 but less than 10,000 IT Professionals		1		
	Note: The bidder must certify on this account from the Company Secretary Or authorised signatory				
6	**Solution Design, implementation approach and technical presentation**	**55**		**55**	**30**
	Proposed application solution: a) business architecture b) application architecture c) technical architecture d) deployment architecture e) technologies proposed f) automation tools proposed		4		
	Testing Approach & Methodology		2		
	Approach on Quality Assurance & Methodology		2		
	IT - Infrastructure & Solution thereon a) solution approach b) solution components c) technologies proposed d) sizing methodology		10		

SCORING					
S.No	Parameter		Sub Score	Maximum	Minimum
	e) scalability provision f) performance provision g) availability provision h) interoperability provision i) manageability provision j) deployment architecture k) Modularity & agility of Solution				
	Computing Infrastructure at Cloud DC /DR		2		
	Storage Management		2		
	Network Architecture		2		
	Security Architecture		2		
	EMS Solution Plan & Implementation Strategy		2		
	Emailing & Messaging Solution		2		
	SLA Measurement & Monitoring Methodology		2		
	Business Continuity Plan Proposed		3		
	Application Maintenance during O&M		3		
	Bill of Material (End-to-End) for the complete solution		2		
	Project Management Plan (a) Implementation Strategy (b) Project Plan (c) Project Management Approach (d) Project Governance (e) Project Management Tools (f) Project Documentation		5		
	Operation & maintenance approach a) IT Services management		6		

SCORING					
S.No	Parameter		Sub Score	Maximum	Minimum
	c) DC/DR/Cloud operation d) WAN operation e) Application Management				
	Asset Management		1		
	Risk Management &Mitigation Profess (a) Assessment of Risks (b) Monitoring of risks (c) Strategy to mitigate risk & plan		2		
	Search Optimization strategy		1		
7	**Project Implementation Plan**	17		17	12
	The proposed plan must constitute but not be limited to the following points:		2		
	• Taking over from exiting IA & its timeline				
	• Timeline for procurement & establishment of infrastructure (IT & Non-IT)				
	• Timeline for deployment of overall solution & readiness for service delivery				
	Manpower Deployment Process: Number of Members exclusively deployed for this project		5		
	Experience of this manpower, their qualification,		5		
	Certification & strength of this manpower relevant to this project		5		
8	**CMMi in Software Development**	3		3	1
	SEI CMMi in Software development (5)		3		
	SEI CMMi in Software development (4)		2		
	SEI CMMi in Software development (3)		1		
	[Supported by CMMI Certificate from designated agency]				
9	**Data Centre Management Expérience, NOC, SOC**	4		4	2
	Owned and Managed Data Centre & Disaster Recovery, NOC		4		

SCORING						
S.No	Parameter			Sub Score	Maximum	Minimum
	Managed own DC but DR hosted at 3rd Party			3		
10	**Presentation**	**6**			6	0
	Understanding of the project & planning			3		
	Solution Proposed			3		

The Final Evaluation shall be based in accordance with the following criteria:

i.   All the bids will be compared on the basis of their Quality Cum Cost Based (QCBS) Scoring with 70% weightage to Quality and 30% weightage to Cost

ii. The bid with the highest overall score with formula given below shall be declared as the winner

The evaluation of Bidder proposals will be done using the QCBS methodology.

The individual Bidder's Commercial Bid scores are normalized as per the formula below.

$T_n = T_b / T_{max} * 100$ (rounded off to 3 decimal places) Where,

   T_n = Normalized Technical Bid score for the Bidder under consideration

   T_b = Absolute Technical Bid score for the Bidder under consideration

   T_{max} = Maximum absolute Technical Bid (Highest score received)

The individual Bidder's Commercial Bid scores are normalized as per the formula below.

$F_n = F_{min} / F_b * 100$ (rounded off to 3 decimal places) Where,

   F_n = Normalized Commercial Bid score for the Bidder under consideration

   F_b = Absolute Commercial Bid for the Bidder under consideration

   F_{min} = Minimum absolute Commercial Bid (Lowest Bid received)

Final **Composite Score = $T_s * 0.70 + F_n * 0.30$**

   The Bidder with the highest Composite Score will be considered for award of the contract.

   In the event of two bids getting into a tie on the basis of their QCBS, the bid securing the higher technical score shall be considered for award of contract.

The bid with the highest Technical score (T1) will be assigned 100%.

5.7   Opening and Evaluation of Commercial bids

(i)   The Commercial Bids of only the technically qualified bidders will be opened and evaluated as per the evaluation criteria mentioned below:

(ii) The Total Overall Cost (TOC) of each bid will be calculated as follows:
       TOC = Total eMigrate Solution Cost (TC) from Format 1

(iii) The bid with the lowest TOC (L1) will be assigned 100%.

   $F_n = F_{min}/F_b * 100$ (rounded off to 3 decimal places) Where,

   F_n= Normalized Commercial Bid score for the Bidder under consideration

   F_b= Absolute Commercial Bid for the Bidder under consideration

   F_{min}= Minimum absolute Commercial Bid (Lowest Bid received)

(iv) Commercial Scores for other bids will be normalized using the following formula:
       Normalized Commercial Score of a Bid = {(TOC of L1/TOC of the Bid) X 100} %
       (adjusted to 3 decimals)

5.8   Best Value Bid Determination and Final Evaluation

Based on the evaluation of the bids as described above, the Committee will determine the Best Value Bid and submit its recommendation to the MEA.
In determination of the Best Value Bid, weightages of 70 and 30 shall be applied respectively to the normalized technical and commercial scores of each bid that was included in the commercial evaluation process.

5.9   Award

The contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and, in the opinion of the MEA, represents the best value to the eMigrate project, as per the evaluation procedure prescribed in the RFP.

6. Award of Contract

6.1 Award Criteria

MEA will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best value bid.

6.2 MEA's right to accept any proposal & to reject any or all Proposals

MEA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MEA's action.

6.3 Notification of Award

Prior to the expiration of the validity period, MEA will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, MEA will notify each unsuccessful bidder.

6.4 Signing of Contract

The bidder shall sign the agreement with MEA in the format provided in Volume 3 of this RFP, within 30 days of the award. MEA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Security.

6.5 Performance Bank Guarantee

(i) The successful bidder shall at his own expense deposit with MEA, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to MEA, payable on demand, for the due performance and fulfillment of the contract by the bidder. The PBG will be made in the format given at Annexure 4 of the Volume 2 of this RFP.

(ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. For this purpose, the contract value shall be the Total eMigrate Solution Cost (TC) quoted by the bidder in its Commercial Proposal as per the specified format. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for six months after the end of Implementation Agency's contract period. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee will lapse automatically on its expiry date. The performance bank guarantee may be discharged/ returned by MEA upon being

satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

(iii) In the event of the bidder being unable to service the contract for whatever reason, MEA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MEA under the contract in the matter, the proceeds of the PBG shall be payable to MEA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MEA shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. MEA's decision in this respect will be final.

(iv) MEA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

(v) In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the IA, the performance bank guarantee shall be accordingly extended by the IA for the duration equivalent to the delays caused in the project.

6.6   Warranty & Maintenance

(i) The successful bidder shall provide a comprehensive warranty for duration of 8 years, commencing with the date on which the system is declared "Go-Live" as per provisions in this RFP.

(ii) Extension by an additional 2 years (in terms of 1 year each and not exceeding 2 years) shall be considered on **same terms** and conditions.

(iii) Bidder shall also provide complete maintenance support for all the eMigrate system components and infrastructure as outlined in this RFP for the complete period of the validity of contract.

(iv) During the warranty period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and shall incorporate all improvements in design and materials, as and when they become commercially available, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

(v) MEA shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MEA and within time specified and acceptable to MEA.

(vi) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MEA may proceed to take such reasonable remedial

action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MEA may have against the bidder under the contract.

(vii)   During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MEA.

(viii) The successful bidder shall warrant MEA that:

(a) The implemented eMigrate solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.

(b) The implemented eMigrate solution will achieve parameters delineated in the technical specification/ requirement of the RFP and shall be appropriately integrated to meet eMigrate requirements.

(c) The successful bidder will be responsible for warranty services from subcontracted third-party producers or licensers of products included in the systems.

(d) The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

6.7   Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the MEA shall cancel/annul the award given to the bidder and may decide to forfeit the Bid Security & Performance Bank Guarantee as the case may be and call for fresh bids.

Annex 1: Bid Covering Letter

[Date]

The Secretary
Ministry of External Affairs (MEA)
Government of India, Akbar Bhawan, Chanakyapuri
New Delhi

Dear Sir,

Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project.

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MEA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MEA as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of   <month> <year>
(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:
(Name and Address of Company)   Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>………… who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through this Bid by authority of its board of directors.

                                        (Signature of Company Secretary)
                                        Date

(Company Seal)

Annex 2: Technical Proposal Covering Letter

The Secretary,
Ministry of External Affairs (MEA)
Government of India
Akbar Bhawan, Chanakyapuri
New Delhi
Dear Sir,

Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project.

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Project for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate Project.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA, for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of Nine (plus one month) months from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MEA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MEA as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of   <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>………… who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through this Bid by authority of its board of directors.

(Signature of Company Secretary)

Date

(Company Seal)

Annex 3: Commercial Proposal Covering Letter

[Date]

The Secretary,
Ministry of External Affairs (MEA)
Government of India Akbar Bhawan, Chanakyapuri
New Delhi

Dear Sir,

Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project.

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for eMigrate Solution for Government of India. To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing IT Services in Design, Development, Implementation, Change Management and Operation & Maintenance of eMigrate System.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to MEA for a sum equivalent to 10% of the total contract value, as quoted in our commercial proposal of the tender document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of Nine months from the date fixed for tender opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MEA.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MEA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MEA as to any material fact.

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>………… who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through this Bid by authority of its board of directors.

(Signature of Company Secretary)

Date

(Company Seal)

Annex 4: Performance Bank Guarantee

[Date]
The Secretary,
Ministry of External Affairs (MEA)
Government of India
Akbar Bhawan, Chanakyapuri
New Delhi

Dear Sir,

Ref: RFP: IT Services - Transition from existing Implementation Agency and Design, Development, Implementation and Operation & Maintenance of eMigrate Project.

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a contract dated …… (Herein after, referred to as "Contract") with you (Ministry of External Affairs - MEA) for providing the IT Services in Design, Development, Implementation and Operation & Maintenance of eMigrate Project.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR …….. (In words and figures), being equivalent to 10% of the total contract value as quoted in the commercial proposal submitted by our constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him in a manner acceptable to you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR …… (in words and figures) without any protest or demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be

entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good for a period of 6 months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract becoming effective until the completion of the period of 6 months after the expiry of the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without any protest or demur.

We hereby expressly waive all our rights:

(i)   Requiring to pursue legal remedies against MEA; and

(ii)   For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the aforesaid amount during the period from and including the date of issue of this guarantee through the period mentioned above.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will

ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR …… (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR …. (In words and figure);

This Performance Bank Guarantee shall be valid only up to the completion of six months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract, for the Total Solution; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before …. (Date) that is _____ months after the completion of the period of the said contract for the proposed IT Services in Design, Development, Implementation, and Operation & Maintenance of the "E-governance in Emigration" Project for MEA.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this ……….. day of …<month>… <year>.

Yours faithfully,

For and on behalf of the …………… Bank,
(Signature)
Designation
(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annex 5: Request for Clarifications (RFC)

Bidders requiring specific points of clarification may communicate with MEA during the specified period using the following format.

Ministry of External Affairs Government of India Bidders' Request for Clarification		
Name of The Organization	Name of the person submitting the bid query and Designation	Complete Address of the Organization
		Address: Location: Phone: Email: Fax:
S.No	Reference in Bid Document/RFP	Content in RFP requiring Clarification	Clarification being sought by the bidder
1			
2			
3			

Annex 6: Formats for Commercial Spécifications/ Quotations

Format F1: Summary of Costs quoted for eMigrate Project

Infrastructure & Related Projects		Reference with respect to Other tables in this documents	Cost (INR)	Cost (INR)
S.No	Project Expenditure Heads		CAPEX	OPEX
1.	System Software	F2		
2.	Hardware	F3		
3.	Non-IT infra etc.	F4		
4.	Network Connectivity	F5		
5.	O&M + Manpower Cost	F6		
6.	Person Months for CCN	F7		
7	Emigrant Cards	F8		

Format F2: Infrastructure Details for eMigrate Project

System Software Related			A	B	C	D
S.No	Name of System Software	Cost per Unit (OEM)	Cost per unit (SP)	Total Cost (A1)	No of Such units, licenses	Capex Cost on specific Item (A1*B)	Operations & Maintenance for 8 years
1							
2							
3							
4							
5							
6							

*Increase rows as per requirement

Format F3: Infrastructure Details of Hardware for eMigrate Project

Infrastructure Related S.No	Name of System Software		Cost per Unit (OEM)	Cost per unit (SP)	A Total Cost (A1)	B No of Such units, licenses	C Capex Cost on specific Item (A1*B)	D Operations & Maintenance for 8 years
1	Server							
2	Security							
3	Storage							
4	Network Devices							
5	Firewall & Other security devices							
6	Others (Specify)							

*Increase rows as per requirement

Format F4: Infrastructure Details of Non-IT for eMigrate Project

Infrastructure Related S.No	Software Item	A Cost per Unit	B No of Such units, licenses	C Capex Cost on specific Item (A*B)	D Operations & Maintenance for 8 years
Non-IT infra & solution		A	B	C	D
1	Non – IT Infra				
2	Non-IT DC/DR/Cloud hosting rack space charges (if any)				
3	Others (specify)				
4					
5					
6					
*Increase rows as per requirement					

Format F5: Network Connectivity for eMigrate Project

Network Connectivity Related S.No	Item	A Cost per Unit	B No of Such units, licenses	C Capex Cost on specific Item (A*B)	D Operations & Maintenance for 8 years
		A	B	C	D
1					
2					
3					
4					
5					
6					

*Increase rows as per requirement

Format F6: O&M and Manpower Details for eMigrate Project

Infrastructure Related S.No	Item	A Cost per Person	B No of Such Persons	C Capex Cost on specific Item (A*B)	D Operations & Maintenance for 8 years
1	Project Manager				
2	Change Management Specialist				
3	DBA				
4	Software Developer				
5	Network Adm.				
6	System Adm.				
7	Support Engineers				
8	Others (Please specify)				

*Increase rows as per requirement

Format F7: Format for Change Request Implementation for 8 Years

S.No	Person(s)	Estimated Person Month)	A Cost per Person Per month	B No of Such Units per day
1	CCN	200		

Note:

  (a) Payment for Change Requests shall be made to the SP for the actual work done during the project phase.
  (b) Change request implementation beyond the estimated 200 (two hundred) person months shall also be paid at the rate quoted against 200-person month by the bidder.
  (c) Within five years of go-Live, in case change request implementation demands additional hardware or software, rates quoted by the SP in this bid shall stand valid
  (d) Beyond five years, if such requirement arises as at point (b) above, MEA may decide to take open market /bid approach for any such procurement, in the event of SP's offer being found not reasonable. However, SP shall be bound to complete the implementation and comply to the SLA metrics for any such Change Requests, where the Hardware gets procured by MEA from open market
  (e) Besides the conditions mentioned in the Schedule VII in volume 3, for a CCN, being chargeable, it is necessary for the Service Provider to deploy additional resources in addition to those mentioned in the Project Team.

Format F8: Cost towards issuance of Emigrant Cards in eMigrate Project

Infrastructure Related S.No	Software Item	A Cost per Person	B No of Such Units per day	Estimated volume 4,00,000 cards in 8 years
ID Cards		A	B	
1	Emigrant Blank Card			
2	Emigrant Card Preparation & Personalization			
3	Card Delivery			
4	Any other costs			

Note:

  (a) Payment for Emigrant card to be made to the SP for the cards actually printed, delivered/ dispatched.
  (b) If the number of cards to be printed exceeds 4,00,000 (Four lakhs) in eight years, the cost quoted above shall prevail for additional cards beyond the estimated numbers.

[End of document]

VOLUME 3

eMigrate Project
May 2020
Request for Proposal
Volume 3
Contractual & Legal Specifications

MINISTRY OF EXTERNAL AFFAIRS

GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

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Contents

Definitions

Term	Definition
Emigrant	Any citizen of India who intends to depart out of India for taking up employment in any country outside India
Emigration	Departure of any Indian citizen for employment in any country or place outside India
Foreign Employer	Any organization or individual person providing or offering to provide, employment to Indian Workers in their organization or residence in a place outside India
MEA	Ministry of External Affairs that administers the Emigration Act 1983. Formerly this was administered by the Ministry of Overseas Indian Affairs, which was merged with MEA in 2014
Emigration Check Required Country (ECR)	To proceed to an ECR notified country for employment, Emigration clearance is required by an ECR passport holder emigrant from any PoE office
OE & PGE Division	Overseas Employment and PGE Division of Ministry of External Affairs which is responsible to ensure various compliance mandatory under Emigration Act, 1983
Project Exporter (PE)	An Indian organization operating in India, which recruits and sends Indian workers for its overseas projects
Protector General of Emigrants (PGE)	Statutory authority responsible for enforcing the Emigration Act, 1983
Protector of Emigrants (PoE)	Statutory authority under the supervision and control of Protector General of Emigrants for enforcing the Emigration Act, 1983
Pravasi Bharatiya Sahayata Kendra (PBSK)	A 24 X 7 Helpline set up at OE and PGE Division to receive enquiries/ complaints from emigrants and users of eMigrate portal
Recruiting Agent	Person/agency engaged in the business of overseas recruitment in India on behalf of a foreign employer
eMigrate Solution	A portal to be developed freshly and maintained along with the entire IT Infrastructure, by the Service Provider as per the requirements given in this RFP
Takeover	Taking over the control of the existing eMigrate portal (www.emigrate.gov.in) and its Infrastructure setup, by the Service Provider from the Implementation Agency (IA) maintaining the eMigrate solution as on the date of selection of Service Provider
Go-Live	Post Takeover, the date on which the eMigrate solution is made operational on the production environment and becomes available for use to all the identified stakeholders of the project post successful completion of the acceptance testing by the 3rd party audit agency or any other agency/ group designated by MEA

Abbreviations

Abbreviation	Explanation
3PAA	Third part Audit Agency Appointed by the MEA to audit the project
CPC	Central Processing Cell setup at OE and PGE Division for initial scrutiny of emigration Clearance Applications submitted by RAs/ emigrants, before they are approved/ rejected by PoEs
DC	Data Centre
DRC	Disaster Recover Centre
ECNR	Emigration Check Not Required
ECR	Emigration Check Required
FE	Foreign Employer
FRA	Foreign Recruiting Agent
SP	Service Provider - to be chosen through this RFP to replace the Implementation Agency to design, develop and maintain the project for the stipulated term
MEA	Ministry of External Affairs
MIS	Management Information System
PBBY	Pravasi Bharatiya Bhima Yojana
PGE	Protector General of Emigrants
PMG	Program Management Group
PoE	Protector of Emigrant
RA	Recruiting Agent/ Recruiting Agency
RFP	Request for Proposal (also referred as Tender document)
SDD	Software Design Document
SRS	Software Requirement Specifications
UAT	User Acceptance Testing
UMANG	Unified Mobile Application for New Age Governance
WAN	Wide Area Network

1. Introduction

1.1 Background

Over the years the number of Indians going abroad for employment has been significant; of which a large number of Indians go to countries that are notified as 'Emigration Check Required-ECR'. Majority of these Indian emigrants are blue collar workers employed in Gulf Cooperation Council (GCC) countries namely Saudi Arabia, United Arab Emirates, Qatar, Bahrain, Oman and Kuwait and the numbers of such workers in these countries are steadily increasing. The contribution of these emigrants is also significant in terms of the remittances sent by them. The Overseas Employment and Protector General of Emigrants (OE & PGE) Division (referred as the 'Division' hereafter) of MEA has been using Information Technology extensively for meeting the objectives of resolving the problems faced by not only these emigrants but also by other stakeholders in the emigration process.

1.2 OE & PGE Division

The division is headed by an Additional Secretary rank officer designated as Protector General of Emigrants (PGE) and is the nodal office for matters relating to Indians going abroad for employment purposes. The division looks after the various aspects of emigration covered under the Emigration Act, 1983, which includes the recruitment of Indians for overseas employment either directly by Foreign Employers (FEs), or through the Recruiting Agents (RAs) and thereby for instance oversees registration of Recruiting Agents (RA) as well. The division is a focal point for the various stakeholders in the emigration ecosystem; to which emigrants & their families, Skill Development Agencies conducting pre departure orientation program, Insurance Agencies issuing PBBY policy, State Governments (Police and NRI departments) turn to for information, assistance and facilitation. The division also interacts with Foreign Governments for providing safe and legal emigration and ensuring the welfare of Indian emigrants in the country of their employment. Protector General of Emigrants (PGE) undertakes its functions through the 13 Protector of Emigrants (PoEs) offices located at Delhi, Mumbai, Kolkata, Chennai, Bengaluru, Patna, Chandigarh, Jaipur, Lucknow/ Rai Bareli, Hyderabad, Thiruvananthapuram, Kochi, and Guwahati. Most of the processes related to emigration are now available to the stakeholders online through the eMigrate Project (www.emigrate.gov.in). MEA also plans to bring a new Emigration Management Bill to further `strengthen the governance mechanism.

1.3 eMigrate Project

The project is implemented since 2012 through an Implementation Agency (IA) who has procured and installed necessary hardware/software, developed the required core application software and further has been maintaining the system since its launch in May 2014. The contract with the present IA is to be concluded soon which necessitates the selection of an agency to support the project further.

1.4 Need for a Revamped Platform - System & Hardware

Since the selection of the IA in 2010, there have been significant technology advancements not only in terms of hardware specification but also in the area of software development. There also has been a constant need to keep enhancing the eMigrate core application software to meet the requirements of various stakeholders and Government Agencies including that of foreign governments. In this context, the division has been taking initiative to integrate the core application

software with the software systems of the labour departments of various GCC countries where most of Indian emigrants reside.

1.5 Implementation Model

To achieve the above objective, the division invites proposals from interested companies capable of delivering the services described herein and to engage with the successful bidder who shall be required to implement the proposed system as well as operate & maintain it on a Government financed model as specified in this RFP. It is to be emphasized here that division is looking at this engagement where the service provider shall procure and install hardware, develop and deploy software and maintain the entire system for a period of eight years from the date of the system "Go-Live" as per the specifications laid out in this RFP. The bidders are expected to focus on the objectives of this project and formulate their solution offerings in a manner that enables achieving those objectives both in letter as well as spirit. Bidders shall also need to understand at this stage that with the new Emigration Bill coming into the effect, the enhancements needed in the project shall also be implemented during the project.

1.6 Contents of the RFP

The content of this RFP has been documented as a set of three volumes explained below:

Volume 1 (Functional, Technical and Operational Requirements): Volume 1 of RFP intends to bring out all the details with respect to solution and other requirements that the division deems necessary to share with the potential bidders. The information set out in this volume has been categorized as Functional, Technical and Operational requirements and covers multiple aspects of the project.

Volume 2 (Commercial and Bidding Terms): Volume 2 of RFP purports to detail out all that may be needed by the potential bidders to understand the bidding process.

Volume 3 (Contractual and Legal Specifications): Volume 3 of RFP is essentially devoted to explaining the contractual terms that the division wishes to specify at this stage. It also includes a draft of Master Services Agreement.

This is Volume 3.

2. Roles of Stakeholders

2.1 Role of MEA

As owner of the Project, the role of MEA in the successful implementation of eMigrate system includes discharging the following responsibilities:

(i) Laying down the metrics for success of the Project.

(ii) Constantly monitoring the project during the transition from the Service Provider of Version 1.0 to the Service Provider to be identified for Version 2.0 of the eMigrate Project.

(iii) Owning the assets of the Project and eMigrate system and exercising Strategic Control over the Project.

(iv) Laying down the policies relating to eMigrate project.

(v) Approving the budget and releasing the funds required for the project.

(vi) Constituting a Program Management Group (PMG) for facilitating effective management of eMigrate Project.

(vii) Reviewing the performance of the Service Provider (SP) through PMG

(viii) Issuing directions to the PMG and the SP, as may be needed

(ix) Reviewing the performance of the eMigrate project and ensuring compliance with the specified requirements such as Strategic Control, Security, and user experience.

(x) Ensuring that all the divisions and constituent organizations (PGE/ PoE, ICM, PBSK etc.) of MEA take active part in the project.

(xi) Ensuring the participation and support of all other key stakeholders i.e. MEA (Passport Offices, Indian Missions), MHA (BoI, ICPs) and state governments required to realize the project objectives.

(xii) Identifying & nominating appropriate personnel from MEA and constituent organizations to facilitate project execution and participate in the Acceptance Testing.

(xiii) Engaging a third-party audit agency for acceptance testing and audit of the application & infrastructure established for eMigrate system.

(xiv) Ensuring the participation of target personnel in the training programs that will be conducted by the SP as required in the RFP.

(xv) Facilitate Change Management efforts and initiatives launched by the SP to bring in smooth transition to new roles and responsibilities of employees and adoption of reengineered processes and new systems by participating divisions / constituents / other stakeholder organizations.

(xvi) Coordinating with the Ministries of IT, Home Affairs, MEA and other agencies for ensuring smooth operations of eMigrate system.

(xvii) Ensuring that all the legal amendments are carried out where occasioned by the re-designed processes.

(xviii) Facilitate the communication program that will be conducted by the SP for popularizing the new eMigrate system and for encouraging prospective emigrants to access eMigrate Portal for availing various services.

(xix) Periodic review and testing of SLA Monitoring System implemented by SP for accuracy and completeness in the reports generated from the system.

(xx) Ensuring that all the hardware and other necessary peripherals at MEA / divisions/ constituents are set up and ready for installation and rollout of eMigrate application as per the agreed project timeline

2.2 Role of the Service Provider

The scope of Work for the Service Provider (SP) can be divided into the following two set of actionable:

(i) Taking over the existing eMigrate Application: SP shall take over the existing eMigrate Application along with the IT Infrastructure from IA, and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.

(ii) Implementation and Operation of new Core application Software:

Implementation and Operation of new Core application Software shall include the following-

(a) Design, Develop and Testing of the new core application software

(b) Supply, installation, configuration and commissioning of server-side hardware

(c) Procurement, installation, configuration and commissioning of network and information security Devices and WAN

(d) Migration of Legacy data

(e) Change management

(f) Operation and Maintenance

(g) Issuance of Emigrant's Card

3. Program Governance Structure

3.1 Program Governance Approach

The Program Management activity is a theme that will run right across the phases of the project implementation, from the selection of Service Provider to the implementation and stabilization stage. It comprises administrative and facilitation activities and tasks to be performed to support the implementation of this project. The objectives of the program management activity are:

a. Monitor the project progress to ensure that all the activities are commenced and completed as per the phase-wise plan agreed between SP and MEA

b. Report the project progress to the MEA as per agreed frequency.

c. Identify risks in the project and facilitate SP in formulating and implementing mitigation strategies

The proposed structure for Program Governance has been detailed in Volume 1 of this RFP. Program Management Group (PMG) to be set-up by MEA will play a key role in the exercise of Program Management activities.

3.2 Service Provider's Project Management Structure requirement

In addition to program governance provided by MEA, SP will be required to establish a well-defined and properly staffed PM team structure in place for ensuring a smooth implementation of the project. The focus should be to have the right mix of personnel in the PM team with respect to relevant expertise and experience. It is reiterated that the PMG to be established by MEA, as indicated above, should not be construed as a substitute for the responsibility of the SP to establish a full-fledged PM team at its own initiative and cost.

As part of manpower deployment scheme that the SP will have to propose in its technical proposal, the description for PM team should come out very clearly. PM team design will go a long way in setting the right communication lines, winning MEA's confidence in SP and facilitating smooth coordination in regular project functioning as well as in resolving issues.

SP will have to describe the PM team design and structure keeping the following aspects in view:

a. Implementation phase requirements

b. Operations & Maintenance phase requirements

c. Requirements for Coordination with Division / PMG

4.   Service Level Agreement

Following table outlines the key service level requirements for eMigrate system, compliance with which needs to be ensured by the SP during the Operations and Maintenance period. These service levels shall be strictly imposed, and a third-party audit/ certification agency shall be engaged for certifying the SLA measurement and monitoring system prior to system Go-Live as well as for periodic review during the course of O&M phase. The PMG of MEA shall do the regular SLA monitoring as per agreed methodology and SP will be required to provide complete access to designated PMG personnel to SLA measurement and monitoring system. It is envisaged that there could be changes to the SLA, during the course of O&M phase, with respect to metrics, service levels, measurement methodology or any other related aspect, based on mutual consent of both the parties i.e. OE&PGE Division, MEA and SP.

4.1   Service Level Objectives

The following Service Level Objectives have been considered for governing the SLA in eMigrate Project (listed in no particular order):

    (i)   Ease of use
    (ii)   Accessibility
    (iii)   Reliability
    (iv)   Responsiveness
    (v)   Transparency
    (vi)   Efficiency
    (vii)   Security
    (viii)   Availability
    (ix)   Scalability
    (x)   Support systems

4.2   SLA Definition & Measurement

The delivery of services by the SP and payments thereof shall be assessed strictly in light of the Service Level Agreement (SLA) that they will sign with MEA. The SLA has been defined in section 10 of Volume 1 of this RFP as well as provided in Schedule VIII of the Master Services Agreement (MSA) in this Volume. The SLA specifies the expected service levels to be achieved by the SP with respect to different services being provided by them. Payment of the Equal Quarterly Installments (EQI) payable to the SP during O & M phase is closely linked to compliance with the SLA metrics. The SLA table lists out the Expected Service level, frequency & method of measurement and how services levels lower than the expected will be treated. The SP will get 100% of EQI if the Expected Service levels are fully achieved in the assessment of MEA.

4.3   SLA Monitoring

The aforementioned SLA parameters shall be measured on a daily/weekly/monthly/quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the SP for the purpose and audited by a 3rd party audit agency for accuracy, reliability and completeness. If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues

are not rectified to the complete satisfaction of MEA or an agency designated by MEA, then MEA will have the right to take appropriate corrective actions including termination of the contract.

The SLA shall be reviewed on an annual basis as MEA decides after taking the advice of the SP, PMG and other agencies. All the changes to be made would be decided by MEA after consultation with the SP. The changes made should not result in undue financial advantage to the SP.

5.   Draft Master Services Agreement

MEA intends to sign two Agreements with the successful bidder for the design, development, implementation, operations and maintenance of the eMigrate Project – one Master Services Agreement (MSA) and one Service Level Agreement (SLA). The draft for both these agreements is provided through the remainder of this document. These agreements will be signed as per the terms specified in this RFP.

Master Services Agreement (MSA)

THIS AGREEMENT is made this_____ day of _____ two thousand and _____, by and

between:

i.   the President of India acting through the Additional Secretary & Protector General of Emigrants (PGE), Ministry of External Affairs, Government of India, Akbar Bhavan, Chanakyapuri, New Delhi (hereinafter called the 'MEA') of the FIRST PART;

AND

ii.   ___<name of the company>___, a company registered under the Indian Companies Act, 1956 having its registered office at ___<address>____ and place of business at __<address>__ (hereinafter referred to as the "Implementation Agency" or "IA", which expression, unless excluded or the context otherwise required hereof includes its successors, administrators and assigns) represented through its __ <designation of authorized person>___, who is duly authorized by the governing body of Service Provider to execute this agreement of the SECOND PART.

WHEREAS

A.   MEA intends to enable and augment the Emigration system in India with the ultimate vision to transform emigration into a simple, transparent, orderly and humane process.

B.   MEA undertook selection of a suitable Implementation Agency, adopting an open tender process, through competitive bidding for implementing the eMigrate Project and issued a Request for Proposal (RFP) dated [__/05/2020];

C.   The Service Provider has been selected as the successful bidder to undertake the eMigrate Project involving transition of eMigrate project from the existing Implementation Agency/Service Provider of Version 1.0 to the Selected Service Provider and design, development and installation of the total solution (including application software and other elements of IT and Non-IT infrastructure), complete roll out and operation & maintenance to achieve the defined objectives and desired service levels for emigration services in India;

D.   MEA intends to award to the Service Provider the contract/permission to undertake and implement the eMigrate Project on the terms and conditions set forth below

E.   The Service Provider in pursuance of its proposal undertakes to implement the eMigrate project stated hereinabove.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED between the Parties as follows:

MEA and the Service Provider (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this Agreement to govern the way in which the Service Provider will design, develop, implement, operate and maintain the solution and facilities and deliver the services specified under this Agreement and the Service Level Agreement ("SLA") in accordance with roles and responsibilities of MEA and its nominated agencies and the Service Provider as set forth in this agreement.

1. ARTICLE 1 - DEFINITIONS & INTERPRETATION
1.1. Definitions

a. In this Agreement, unless the context requires otherwise:

   i.   "Agreement" means this Master Services Agreement together with all the Schedules and the contents and specifications of all the volumes of the RFP;

   ii. "PROJECT" means eMigrate Project involving transition of eMigrate project from the existing Implementation Agency/Service Provider of Version 1.0 to the Selected Service Provider and Design, Development, Implementation, Operations, and Maintenance of eMigrate Project as per the requirements, terms and conditions laid down in the RFP and provision of emigration related services in conformance to the SLA;

   iii. "eMigrate Application Software" means the software designed, developed, tested and deployed by the Service Provider for the purposes of rendering the services to the stakeholders of the project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the project including the improvements and enhancements effected during the term of the project, customization applied to third party products, proprietary software components and tools of the Implementation Agency, and which, i.e., the eMigrate Application Software, shall be solely owned by the MEA;

   iv. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA);

   v.   "PROJECT Data" means all proprietary data of the PROJECT generated during and as a result of PROJECT work, operations and transactions, documents and related information including but not restricted to user data which the Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement and the SLA;

   vi. "Deliverables" means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the scope of work and set of deliverables and project timelines listed in Section 3 of the Volume 1 of the RFP and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, standard operating procedures, policies and guidelines and source code and all versions of these;

   vii. "Effective Date" means the date on which this Agreement becomes effective that is the date of its signing by the Parties;

viii. "Intellectual Property Rights" means and includes all rights in the eMigrate Application Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;

ix. "Performance Guarantee" and "Performance Bank Guarantee" shall mean the guarantee provided by a Nationalized Bank to MEA on behalf of the Service Provider as per the requirements specified in this volume and further detailed in Section 6.5 of Vol. II of this RFP;

x. Project Implementation" means Project Implementation as per the scope of SP's work and project requirements specified in Section 3 of Volume 1 of this RFP;

xi. "Project Implementation Completion date" or Go-Live" means the date on which the proposed eMigrate System is completely ready for starting operations as per the functional, technical and operational requirements specified in the Volume 1 of the RFP and all the acceptance tests & certifications by the 3rd Party audit agency as defined in the Section 11 of Volume 1 of the RFP are successfully concluded to the satisfaction of MEA.

xii. "Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to, a Party hereto prior to its being made available under this Agreement, or the SLA;

xiii. "RFP" or "Request for Proposal" means the documents containing the Functional, Technical, Operational, Commercial and Legal Specifications governing the execution of the Project, issued by MEA in three volumes (referred to as Volume 1, Volume 2 and Volume 3) and includes the clarifications, explanations, errata, addenda and amendments thereof issued by MEA from time to time till MEA completed the bid process that was undertaken to select the SP;

xiv. "Replacement Implementation agency" means an agency that the Project Director, MEA may appoint to replace the Service Provider upon expiry of the SP's contract term or otherwise termination of this Agreement or the SLA to undertake the Services or part thereof;

xv. "Service Level" means the level of service and other performance criteria which will apply to the Services delivered by the SP in the manner set out in the SLA, in Schedule VIII of this Agreement;

xvi. "Service Level Agreement (SLA)" means the Operation and Maintenance SLA, executed by and between Service Provider and MEA, with respect to the Service Level Requirements and related aspects as set out in Schedule VIII of this Agreement;

xvii. "Services" means the services delivered to the Stakeholders of PROJECT, namely, the citizens seeking emigration services, the employees of MEA and other stakeholders including those listed in the Section 3 & 5 of Volume 1 of this RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the

Service Provider including the tools of information and communications technology and includes but is not limited to the list of services specified in Article 2.1 herein;

xviii. "Stakeholders" means citizens, MEA, Protector General of Emigrants, Protector of Emigrants, Recruiting Agents, Indian Missions abroad, Foreign Employers, Project Exporters, insurance agencies, travel agents, Immigration officials, Emigration officials, other related Agencies and departments of Government (center and states) and their employees and includes those listed in the Section 5.1.1 of Volume 1 of this RFP;

xix. "Third Party Systems" means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Service Provider has been granted a license to use and which are used in the provision of Services under the Project;

xx. "Project Director, MEA", means an officer of the rank of Joint Secretary or Director to the Government of India, appointed by MEA, to be responsible for discharging all the responsibilities under the eMigrate Project on behalf of MEA.

b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

d. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Schedule or section. The term "Articles" refers to Articles of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include reasonable fees of the professional assistants of such attorneys.

e. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

1.2. Structure

a. This Agreement shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services by the Service Provider to the stakeholders of the PROJECT in strict compliance with the duly executed SLA.

b. The SLA in respect of the Operation and Maintenance is being entered into concurrently with this Agreement between the Service Provider and MEA. In respect of any future SLAs entered into between the Parties, each of the Parties shall observe and perform the obligations set out herein.

c. In the event of a change of Control of the Service Provider during the currency of this Agreement, Service Provider shall promptly notify the Project Director, MEA of the same and in the event that the net worth of the surviving entity is less than that of Service Provider prior to the change of Control, the Project Director, MEA may within 30 days of his/her becoming aware of the change in control, require a replacement of existing Performance Guarantee furnished by the Service Provider from a guarantor acceptable to the Project Director, MEA (which shall not be Service Provider or any of its associated entities).

d. If such a guarantee cannot be obtained within 30 days of the Project Director, MEA becoming aware of the change in Control, he/she may exercise MEA's right to terminate this Agreement and the SLA by issuing a written notice to SP within a further 30 days period, with termination becoming effective as specified in such notice. Pursuant to termination, the consequences of termination as set out in Article 5.2 will become effective. The internal reorganization of the Service Provider shall not be deemed an event of a change of Control for purposes of this Article unless the surviving entity is of less net worth than the predecessor entity.

2. ARTICLE II – INITIALIZATION PHASE

2.1 Scope of Contract

This Agreement shall govern the provision of the professional services listed hereunder and more fully described in Volume 1 and Volume 2 of the RFP, in conformance with the SLA to all the stakeholders of the eMigrate Project. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and exhibits as required, under this Agreement for each engagement.

Subject to the requirements specified in the RFP, SP will be responsible for providing the following services under the contract:

(i) Taking over the existing eMigrate Application: SP shall take over the existing eMigrate Application along with the IT Infrastructure from IA, and maintain it till the time new core application becomes available to the users with the revamped IT infrastructure.

(ii) Implementation and Operation of new Core application Software:
Implementation and Operation of new Core application Software shall include the following-

    (a) Design, Develop and Testing of the new core application software

    (b) Supply, installation, configuration and commissioning of server-side hardware

    (c) Procurement, installation, configuration and commissioning of network and information security Devices and WAN

    (d) Migration of Legacy data

    (e) Change management

    (f) Operation and Maintenance

    (g) Issuance of Emigrant's ID card

2.2 Period of Contract

The term of the contract shall start with the signing of this Agreement and SLA and shall cover the full period of Implementation till MEA declares the eMigrate system "Go-Live" and eight years of Operation & Maintenance from the date of "Go-Live". However, MEA may choose to extend the term for a further period of two years, with all the terms and conditions being the same as for the original term. MEA shall undertake the selection of Replacement Service Provider for executing the eMigrate project activities after the expiry of the term/ extended term specified above. The aforesaid selection process shall commence one year before the expiry of the term/ extended term specified above.

2.3 Commencement & Duration of This Agreement

This agreement shall come into effect on signing of the MSA and SLA by and between the Parties (hereinafter called the "Effective Date") and shall, subject to the maximum time limit of eight years or ten years inclusive of two years extended term if decided so by MEA, continue to be effective till the completion of the Operations and Maintenance period, subject to fulfillment of the rights and obligations of the Parties under the Agreement.

2.4 Scope and Provision of The Services

a. The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.

b. The Service Provider represents that it is a competent and efficient provider of a variety of Information Technology and business process management services. Service Provider will keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share their knowledge with the MEA, regarding matters which would assist the MEA, in its use of the Services, provided that Service Provider shall not be obligated to share other client information or Confidential Information of Service Provider not relevant to this Agreement.

c. The Services shall be performed by the Service Provider pursuant to terms under the SLA to be entered into in accordance with this Agreement.

d. The Service Provider shall perform the Services (a) in a good professional manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, (b) so as to comply with the applicable Service Levels, in accordance with the terms set out in this Agreement and the SLA.

e. No Party to this Agreement or to the SLA will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease, governing activities at any location of the Project.

2.5 Commencement and Duration of the SLA

a. The Operation and Maintenance SLA will commence from the date when the Project Implementation has been completed to the satisfaction of the Project Director, MEA, and certified in accordance with the terms of this Agreement and the eMigrate system has been declared "Go-Live" by MEA and shall run for a period coterminous with the MSA.

b. The SLA shall commence on the date specified above and shall, unless terminated earlier in accordance with its terms or the terms of this Agreement or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates for any reason.

2.6 Approvals and Required Consents

a. The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Service Provider to provide the Services. The costs of such Approvals shall be borne by the Implementation Agency.

b. Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.

c. The Service Provider shall be responsible for obtaining the Approvals and the Project Director, MEA shall use reasonable endeavors to assist Service Provider to obtain the Approvals. In the event that any Approval is not obtained, the Service Provider and the Project Director, MEA will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the SP, provided that the Service Provider shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent the SP's obligations are dependent upon such Approvals.

2.7   Use and Acquisition of Assets

During the Term of the MSA, the Service Provider shall:

a. take all reasonable and proper care of the entire hardware and software, network or any other IT and non-IT infrastructure components used for the Project and other facilities leased / owned by the Service Provider exclusively in terms of the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the current needs of the Project; and

b. Keep all the tangible Assets in as good and serviceable condition and/or the intangible Assets suitably upgraded subject to the requirements stated in the RFP as at the date the Service Provider takes control of and/or first uses the Assets and during the entire Term of the Agreement; and

c. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and provided to the Service Provider will be followed by the Service Provider and by any person who will be responsible for the use of the Assets; and

d. take such steps as may be recommended by the manufacturer of the Assets and notified to the Service Provider or as may, in the reasonable opinion of the Implementation agency, be necessary to use the Assets in a safe manner; and

e. to the extent that the Assets are under the control of the Implementation agency, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and

f. provide permission to the Project Director, MEA and any persons duly authorized by him/ her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements; and

g. not knowingly or negligently allow use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or contrary to law; and

h. use the Assets exclusively for the purpose of providing the Services as appropriate; and

i. not sell, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Assets; and use the Assets only in accordance with the terms of this Agreement and those contained in the SLA; and

j. obtain and/or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.; and

k. transfer the ownership of all the Assets (not already under the ownership of the MEA), including but not limited to the project documentation which is the work product of the development efforts involved in the Project, within 30 days of the acceptance of the same by the MEA upon testing and/ or audit and/ or certification as per the requirements specified in the RFP, to the Project Director, MEA in accordance with the terms of this agreement; and

l. ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire system to provide services to all the Stakeholders of the PROJECT in an efficient and speedy manner; and

m. take an approval (i.e. sign off) from the Project Director, MEA at each stage to close each of the above considerations.

2.8 Access to Service Provider Or Its Nominated Agencies to MEA Location

a. For so long as the Service Provider provides Services from any MEA location on a non-permanent basis and to the extent necessary for the Service Provider to provide the Services and at no cost to the Implementation agency, the Project Director, MEA, shall, subject to compliance by the Service Provider with any safety and security guidelines applicable to the location which may be notified by the Project Director, MEA to the Service Provider in writing, provide the Service Provider with:

   i. reasonable access, in the same manner granted to MEA employees, to MEA locations twenty-four hours a day, seven days a week; and

   ii. reasonable access to office equipment as mutually agreed and other related support services in such location as may be reasonably necessary for the Service Provider to perform its obligations hereunder and under the SLA.

b. Locations and items shall be made available to the Service Provider on an "as is, where is" basis by the Project Director, MEA. The Service Provider agrees to ensure that its employees, agents and contractors do not use the location, services and items:

   i. for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

   ii. in a manner which constitutes a violation or infringement of the rights of any person, firm, company, or organization (including but not limited to rights of copyright or confidentiality).

3. ARTICLE III - MANAGEMENT PHASE

3.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule (Schedule IV of this Agreement) and shall cover all the management aspects as set out in the RFP.

3.2 Use of Services

a. The MEA or its nominated agencies will undertake and use the Services in accordance with the instructions or procedures formulated by the Service Provider for such usage and mutually agreed by the Parties from time to time.

b. The MEA or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services provided by or on behalf of the SP.

3.3 Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule (Schedule I of this Agreement).

3.4 Security and Safety

a. The Service Provider will comply with the directions issued from time to time by the Project Director, MEA and the standards related to the security and safety as per best practices and standards prevalent in the industry and those stated in the RFP, in so far as it applies to the provision of the Services.

b. Each Party to the MSA and SLA shall also comply with Project's information technology security standards and policies in force from time to time at each location of the Project, in so far as the same apply to the provision of the Services.

c. The Parties to the SLA shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's data, assets, facilities or Confidential Information.

d. The Service Provider shall upon reasonable notice by the MEA or its designated agency participate in regular meetings when safety and information technology security matters are reviewed.

e. The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Project's locations.

3.5 Co-Operation

a. Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

   i. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA; and

   ii. is not Confidential Information as defined in this Agreement or the SLA; and

   iii. is capable of being provided by the Providing Party.

b. Each Party agrees to co-operate with the agents, contractors and sub-contractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

4. ARTICLE IV - FINANCIAL ISSUES

4.1 Terms of Payment & Service Credits and Debits

a. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the Project Director, MEA shall pay the Service Provider for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement).

b. All payments are subject to the application of service credits/debits, penalties and liquidated damages defined, if any, and provided for in this Agreement and the SLA. It is clarified here that the Project Director, MEA will pay for the service credits as stated in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement) and the Project Director, MEA can also calculate a financial sum and debit the same against the payment due for service credits as defined in the Terms of Payment Schedule as a result of the failure of the Service Provider to meet the Service Level under the SLA, such sum being determined in accordance with the terms set out in this Agreement and the SLA.

c. Except as otherwise provided for herein or as agreed between the Parties in writing, the Project Director, MEA shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this Agreement).

4.2 Invoicing and Settlement

The provisions of the Invoicing & Settlement Schedule (Schedule V of this Agreement) shall apply.

4.3 TAX

a. The Project Director, MEA shall be responsible for withholding taxes from the amounts due and payable to the Service Provider wherever applicable. The Service Provider shall pay for all other taxes in connection with this Agreement, and SLA including, but not limited to, property, sales, use, excise duty, value-added, goods and services, customs, consumption and other similar taxes or duties. The Project Director, MEA shall provide Service Provider with the original tax receipt of any taxes withheld from the payment made to the SP under this Agreement. The Service Provider agrees to reimburse and hold the Project Director, MEA harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For the purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the MEA, the Service Provider and any third party.

b. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the Ministry of External Affairs.

c. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection herewith, each Party shall provide the other Party with (i) any resale certificates, (ii) any relevant information regarding use of out-of-state materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other Party.

5.   ARTICLE V - BREACH, RECTIFICATION & TERMINATION

5.1   Termination

In the event that either Party is in Breach of its obligations under this Agreement or the SLA, the aggrieved Party may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Breach, which could include the following events and the termination will become effective:

i.   If there is Breach which translates into default in providing Services by the Service Provider as per this Agreement or the SLA, continuously for more than one week, then the Project Director, MEA, will serve a seven days notice for curing such Breach. In case the Breach continues after the notice period, the Project Director, MEA will have the option to terminate the Agreement.

ii.   Because time is the essence of the contract, in case, for reasons prima facie attributable to the Implementation agency, there is a delay of more than 4 weeks in the Project Implementation Completion or Go-Live, the Project Director, MEA may terminate this contract after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a delay. Further, the Project Director, MEA may also invoke the Performance Guarantee of the Implementation agency.

iii.   If there is a Breach which results out of MEA not handing over the site, if any, that was to be handed over by MEA under this Agreement to SP for exercise of the latter's obligations under this Agreement, SP not being provided with requisite access to the IT systems of the other departments/ agencies that need to be integrated with eMigrate system as required by this Agreement , or MEA not providing the certification of the Project Implementation Completion i.e. declaration of "Go-Live" without any valid reason, then MEA will be held responsible for the Breach. Unless provided otherwise in this Agreement, in the event of such a Breach SP may give one month's notice to MEA for curing the Breach. In the event the Breach continues, the Service Provider will have the option to terminate the Agreement subject to provisions of the Clause 5.3 and 5.4 of Article V and the Exit management Schedule (Schedule II) of this Agreement.

5.2   Change of control

Where a change of Control of the Service Provider has occurred whereby the Service Provider has merged into, amalgamated with or been taken over by another entity, due to which the majority shareholding of the Service Provider has been transferred to another entity, the Project Director, MEA can by a sixty days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

5.3   Termination

a.   The Project Director, MEA may serve written notice on Service Provider at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the Implementation agency:

i.   Implementation agency shall in the event of an apprehension of bankruptcy immediately inform the Project Director, MEA well in advance (at least 3 months or as soon as its governing body comes to know of it) about such a development;

    ii.   Conversely if the Project Director, MEA apprehends a similar event regarding the Implementation agency, he/ she can exercise the right of termination in the manner stated hereinabove.

b. On termination of this Agreement for any reason, the SLA shall automatically terminate forthwith and the Project Director, MEA will decide the appropriate course of action.

c. The termination provisions set out in Article V of this Agreement shall apply to the SLA and for this purpose this "Agreement" shall be deemed to include reference to the SLA.

5.4   Effects of Termination

a. In the event that the MEA or the Service Provider terminates this Agreement pursuant to Clause 5.1 above and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement).

b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule (Schedule II) of this Agreement.

5.5   Fraud by Service Provider's personnel

MEA reserves its right to initiate criminal action against the agents and employees of the SP for fraud or misappropriation in the Project, besides levying stringent penalties on the SP. The management of the SP would also be made liable for action in case of aforesaid fraud or misappropriation, under the applicable laws, and MEA may call for termination of the contract if MEA deems it necessary to do so.

6. ARTICLE VI - PROTECTION AND LIMITATIONS

6.1 Warranties

a. The Service Provider warrants and represents to the MEA that:

    i. it has full capacity and authority and all necessary approvals to enter into this Agreement and to perform its obligations under this Agreement;

    ii. this Agreement is executed by a duly authorized representative of Implementation agency;

    iii. it shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with Clause 2.4 of Article II.

b. In the case of the SLA, the Service Provider warrants and represents to the MEA, that:

    i. the Service Provider has full capacity and authority and all necessary approvals to enter into the SLA and perform its obligations under the SLA;

    ii. the SLA has been executed by a duly authorized representative of the Implementation agency;

    iii. the Service Provider is experienced in providing and managing Services similar to those required of the SLA and that it will perform the Services with all due skill, care and diligence so as to comply with Clause 2.4 of Article II;

    iv. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel deployed by the SP for the purpose;

    v. Implementation agency has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;

    vi. the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;

    vii. Implementation agency will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, save for the Assets, are operational and functional; and

    viii. if Service Provider uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or Services or are essential for the successful use of the Deliverables or Services, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the MEA to the extent possible. In the event that such warranties cannot be enforced by the Project Director, MEA, the Service Provider will enforce such warranties on behalf of the Project Director, MEA and pass on to the Project Director, MEA, the benefit of any remedy received in relation to such warranties.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the Project Director, MEA will have the option to invoke the Performance

Guarantee after serving a written notice fifteen days in advance on the Implementation agency.

6.2 Third Party Claims

a. Subject to Clause 6.2b of this Article, Service Provider (the "Indemnifying Party") undertakes to indemnify the MEA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.

b. The indemnities set out in Clause 6.2a of this Article shall be subject to the following conditions:

  i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise to the Indemnifying Party;

  ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnifying Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;

  iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses as provided in Clause 6.2a of this Article;

  iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

  v. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

  vi. the Indemnifying Party shall account to the Indemnified Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

  vii. the Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and

viii.   in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

6.3   Limitation of Liability

a.   Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.

b.   In all other cases not covered by Clause 6.3a above, the total financial liability of the Service Provider shall be limited to the total value of the contract i.e. the Total eMigrate Solution Cost (TC) quoted by the SP in its commercial proposal to MEA in response to the RFP.

c.   Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.

d.   Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

e.   The Project Director, MEA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

6.4   Force Majeure

a.   Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other directly due to the extent and for the duration of Force Majeure events such as but not limited to acts of God not confined to the premises of the Party claiming Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b.   The Party seeking to claim Force Majeure shall promptly, within two days of the event being noticed by the Party, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

c.   In the event the Force Majeure substantially prevents, hinders or delays the Implementation agency's performance of Services necessary for Project's implementation or the operation of PROJECT's critical business functions for a period in excess of 5 days, the Project Director, MEA may declare that an emergency exists. When

the situation arising out of Force Majeure comes to an end in the assessment of Project Director, MEA, the following conditions shall apply:

    i.   Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations i.e. prior to "Go-Live", then upon its coming to an end the Service Provider shall resume normal activities under this agreement immediately. The Project Director, MEA, if he/ she considers it necessary, may grant an extension of time to the Service Provider for resuming normal activities under this agreement. If the Service Provider does not resume normal activities immediately or within the extended period, if any, granted by the Project Director, MEA, the Project Director, MEA will have the option to levy penalties of Rupees One lakh per day of delay, invoke the Performance Guarantee, obtain substitute performance from an alternate agency at the cost of Service Provider and/or terminate this Agreement.

    ii.   Post commencement of operations: If Force Majeure had occurred post commencement of operations i.e. post "Go-Live", then upon its coming to an end, the Service Provider shall resume normal services under this agreement immediately. The Project Director, MEA, if he considers it necessary, may grant an extension of time to the Service Provider for resuming normal services under this agreement. However, the Project Director, MEA will deduct for each day of the extension period 1% of the EQI payable to the SP for SLA score of 100% from the next actual amount payable to the SP. If normal services are not resumed immediately or within the extended time, the Project Director, MEA, will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

d.   All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI) of this Agreement.

e.   Notwithstanding the terms of this Article, the failure on the part of the Service Provider under the SLA or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

6.5   Data Protection

a.   In the course of providing the Services the Service Provider may be compiling, processing and storing proprietary PROJECT Data relating to the users.

b.   The Service Provider and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the PROJECT Data and its privacy.

c.   As a processor of PROJECT Data, the Service Provider will process PROJECT Data in accordance with the terms of this Agreement or the SLA ensuring compliance to all the applicable laws.

d.   The Service Provider shall not transfer any PROJECT Data unless otherwise authorized by the MEA in this regard.

e. Upon reasonable written request from a Party to the MSA or the SLA, the other Party will provide the requesting Party with such information that it has regarding the PROJECT Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

6.6 Confidentiality

a. The MEA may permit the Service Provider to come into possession of confidential public records as per the needs of the project and the Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

b. Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.

c. Implementation agency shall be prohibited from using the emigration-related data in whatever manner, for purposes other than handling transactions through the eMigrate system. Service Provider shall undertake, on behalf of its agents and employees, that no emigration related data shall be copied in any manner (paper, electronic, or human memory) and transferred to any entity (human or machine) other than that being through the eMigrate system for delivering job responsibilities defined for each individual.

d. The MEA shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.

e. The Service Provider shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the MEA, with respect to this Project.

f. The aforesaid provisions shall not apply to the information:
   i. already in the public domain; and
   ii. disclosed to the public due to a court order or under the Right to Information Act; and
   iii. information required to be furnished to the Parliament and/or its Committees

6.7 Audit, Access and Reporting

a. The Parties shall comply with the Audit, Access and Reporting Schedule (Schedule III) of this Agreement.

b. The Service Provider shall, on request, allow access to the MEA and its nominees to all information which is in the possession or control of the Implementation agency, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

7. ARTICLE VII - INTELLECTUAL PROPERTY

7.1 Intellectual Property

a. Except to the extent otherwise expressly provided in this Agreement, the Project Director, MEA shall retain exclusive intellectual property rights to the eMigrate Application Software, forms and the compilations of the PROJECT to which the Project Director, MEA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

b. The IPR on the eMigrate application software shall vest with the MEA, as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the MEA on a monthly basis, with proper version control.

c. Without limiting the generality of Clause 7.1a of Article VII and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Service Provider any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MEA or PROJECT or its respective affiliates/nominees or any confusingly similar designations of PROJECT.

d. Subject to any sole or exclusive rights granted by the MEA to a third party prior to the Effective Date, the MEA grants to the Service Provider and any sub-contractors to the Service Provider solely in their performance of Services for PROJECT or its nominated agencies, non-exclusive, paid-up, royalty-free right and license during the Term of this Agreement, but not the right to sub-license, to use the PROJECT Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the PROJECT Data to the extent reasonably necessary or useful for the provision of Services hereunder.

e. Implementation agency shall not use the PROJECT Data to provide services for the benefit of any third party, as a service bureau.

f. Implementation agency shall indemnify, defend and hold harmless MEA and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Service Provider or sub-contractors to the Service Provider pursuant to this Agreement, and/or the SLA, or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Service Provider or sub-contractors to the Service Provider pursuant to this Agreement or the SLA (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) MEA; (B) third parties (i.e., other than Service Provider or Implementation agency's sub-contractors) at the written direction of MEA.

g. The MEA shall have no liability or obligation to Service Provider or any other Party under Clause 7.1f above to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Service Provider or its nominees outside the scope of the Services) other than for MEA under this Agreement.

h. Notwithstanding any provisions of this Agreement to the contrary, the foregoing remedies constitute the Parties' sole and exclusive remedies and each Party's entire liability, with respect to Infringement Claims.

i. If Service Provider uses in the course of the provision of the Services any Third-Party System, it will use all commercially reasonable endeavors to pass through to the MEA such third party's warranties relating to such Third-Party Systems. In the event that such warranties cannot be passed through to or enforced by the MEA, the Service Provider will enforce such warranties on MEA's behalf and account to MEA for so doing.

j. All rights, title and interest in and to, and ownership in, Proprietary Information of PROJECT which is provided to Implementation agency, and all modifications, enhancements and other derivative works of such PROJECT Proprietary Information ("PROJECT Proprietary Information"), as a result of Services rendered by the Service Provider hereunder shall remain solely with the Project Director, MEA. Service Provider shall be entitled to use such PROJECT Proprietary Information only during the Agreement Term and only for the purposes of providing the Services or to the extent necessary for Implementation agency's normal operational, repair and maintenance purposes related to the Services. The Project Director, MEA shall retain ownership of all Intellectual Property Rights related to PROJECT Proprietary Information.

k. All rights, title and interest in and to, and ownership in, Proprietary Information of Implementation agency, which is provided to the MEA, and all modifications, enhancements and other derivative works of such Service Provider Proprietary Information ("Implementation agency Proprietary Information"), shall remain solely with Implementation agency. The Service Provider will upon the award of the Project in its favor, declare the status of the entire Service Provider Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the MEA. This Proprietary Information shall refer to that which has been owned by the Service Provider prior to commencement of the Agreement. Additionally, any software that may be acquired from third parties during the term of the agreement and that which may be developed by the Service Provider during the course of the Agreement specifically for PROJECT shall not be considered as Service Provider Proprietary Information by the MEA. The MEA shall be entitled to use such Service Provider Proprietary Information only in connection with the Services or to the extent necessary for Project's normal operational, repair and maintenance purposes related to the Services. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to the Project Director, MEA a worldwide, perpetual, irrevocable, non-exclusive,

transferable, paid-up right and license to use, copy, modify (or have modified), transport to PROJECT facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of PROJECT such Service Provider Proprietary Information. The Project Director, MEA's rights pursuant to the preceding sentence include the right to disclose such Service Provider Proprietary Information to third party contractors solely for use on PROJECT provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the Service Provider and the MEA.

l. With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

   i. All the deliverables provided to MEA by Service Provider during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to eMigrate Application Software as defined in this Agreement, in which, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Service Provider and MEA, immediately upon creation vest in MEA. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to MEA a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of PROJECT, of such Service Provider Proprietary Information.

   ii. If Service Provider proceeds to apply for, or assign to any third party, any patent rights relating to Service Provider Proprietary Information referred to in the above clause, Service Provider will ensure that MEA's rights as provided herein are preserved.

m. The Project Director, MEA hereby grants to Service Provider a non-exclusive right and license to access and use the PROJECT Proprietary Information solely for the purpose of providing Services to MEA. Such right and license shall terminate upon the expiration or termination of this Agreement or the SLA.

n. Upon the expiration or termination of this Agreement (and also in respect of the SLA), Service Provider shall undertake the actions set forth below in this Article to assist the Project Director, MEA to procure replacement services equivalent to Services provided hereunder.

   i. The Service Provider undertakes to negotiate in good faith with the Project Director, MEA and any relevant Replacement Service Provider in respect of commercial terms applying to all Service Provider Intellectual Property Rights and which the Project Director, MEA and any relevant Replacement Service Provider require to enable them to provide or receive services substantially equivalent to the Services hereunder.

   ii. In respect of Implementation agency's usage of third-party Intellectual Property Rights, Service Provider undertakes to assist the Project Director, MEA to secure

such consents or licenses from such third parties as are necessary to enable MEA to receive services substantially equivalent to the Services hereunder. The obligations of the Service Provider under this Article shall be considered part of the services performed by the Service Provider under the Exit Management Services.

8.   ARTICLE VIII – MISCELLANEOUS
8.1   Confidentiality

a. The Service Provider recognizes that during the term of this Agreement and the SLA, sensitive data will be procured and made available to it, its sub-contractors and agents and others working for or under the Implementation agency. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the concerned affected entities. The MEA requires the Implementation agency, its subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in the MEA and its nominees receiving a right to seek injunctive relief and damages without any limit, from the Service Provider and/or also seek termination of this agreement.

b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement or the SLA (the "Discloser") to the other Party to this Agreement or the SLA (the "Recipient"):

   i. to take such steps necessary to protect the Discloser's Confidential Information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and

   ii. to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by the Discloser in writing; and

   iii. not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement or the SLA, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured; and

   iv. not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement or the SLA.

c. The restrictions of this Article shall not apply to Confidential Information that:

   i. is or becomes generally available to the public through no breach of this Article by the Recipient; and

   ii. was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and

   iii. is developed by the Recipient independently of any of Discloser's Confidential Information; and

   iv. is rightfully obtained by the Recipient from third parties authorized at that time to make such disclosure without restriction; and

   v. is identified in writing by the Discloser as no longer proprietary or confidential; or

   vi. is required to be disclosed by law, regulation or Court Order or under the Right to Information Act, or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and

regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

d. To the extent that such disclosure is required for the purposes of this Agreement or the SLA, either Party may disclose Confidential Information to:

    i. its employees, agents and contractors and to any of its affiliates and their respective contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part; and

    ii. its professional advisors and auditors, who require access for the purposes of this Agreement or the SLA, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.

e. The provisions of this Article shall survive the expiration or termination of this Agreement.

f. Confidential Information shall be and remain the property of the Discloser and nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.

g. Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement or, in respect of the SLA, the termination or expiry of the SLA. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

h. Neither Party is restricted by the provisions of this Article from using (including using to provide products or perform services on behalf of third parties) any ideas, concepts, know how and techniques that are related to the Recipient's business activities and which are retained in unaided memories of the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "Residuals"). This Article shall not permit the disclosure or use by either Party of any financial (including business plans), statistical, product, personnel or customer data of the other Party. Each Party agrees not to disclose the source of the Residuals.

i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that the MEA and Implementation agency, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Article but shall be in addition to all other remedies available by law or equity to the damaged Party.

j. In connection with the Services, Service Provider may from time to time undertake one or more quality assessment reviews for the purpose of improving PROJECT. In order for such

reviews to be frank and candid, for the greatest benefit to MEA and Implementation agency, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be Confidential Information of Service Provider which is licensed to MEA for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Service Provider related to this Agreement or the Services.

8.2   Personnel

a. Personnel assigned by Service Provider to perform the Services shall be employees of Implementation agency, and under no circumstances will such personnel be considered employees of MEA. Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

b. Implementation agency shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and also that such personnel have appropriate qualifications and experience to perform the Services. The MEA shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that the Project Director, MEA requests that any Service Provider personnel be removed or replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.

c. The Service Provider shall also be responsible to train certain employees of MEA with regard to the Services being provided by the Service Provider as and when required by MEA during the Term of this Project. The parameters of the training required for these employees of MEA shall be communicated by the Project Director, MEA to the Service Provider periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.

d. In the event the MEA identifies any personnel of Service Provider as "Key Personnel", then the Service Provider shall not remove such personnel without the prior written consent of the Project Director, MEA under the applicable terms of this Agreement and/or SLA.

e. Except as stated in this Article, nothing in this Agreement or the SLA will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The Project Director, MEA shall have the right to review and approve Implementation agency's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

f. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.

8.3 Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any establishment of joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Party as the agent of any other Party and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to authorize either Party

i. to incur any expenses on behalf of the other Party,

ii. to enter into any engagement or make any representation or warranty on behalf of the other Party,

iii. to pledge the credit of or otherwise bind or oblige the other Party, or

iv. to commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

8.4 Sub-Contractors

Implementation agency shall not subcontract to other parties or the declared list of subcontractors included in the proposal of the SP submitted to MEA in response to the RFP, any part of the following works related to the implementation of PROJECT to be performed under this Agreement.

a. Design, Development, Testing and Implementation of eMigrate Application Software

b. Setup, and Operation and Maintenance of Infrastructure relating to Cloud, Data Center, Disaster Recovery Center, Network

c. However, any other sub-contractors may be hired by the Service Provider without the Project Director, MEA's prior written consent in respect of other works. It is clarified that the Service Provider shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Service Provider undertakes to indemnify the MEA or its nominated agencies from any claims on the grounds stated hereinabove.

8.5 Responsibility in Case of Consortium

i. The sole responsibility under the contract will be that of the Bidder

ii. No Consortium shall be allowed in eMigrate Project

8.6 Assignment

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MEA and Service Provider and any assignment or transfer of this Agreement or the SLA or any rights hereunder by either Party shall be strictly prohibited.

8.7 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

8.8 Notices

a. Any notice or other document, which may be given by either Party under this Agreement or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by email or by fax.

b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

MEA:

PROJECT DIRECTOR, eMigrate Project,
Ministry of External Affairs, Akbar Bhavan, Chanakyapuri, New Delhi.
Tel: ……011-xxxxxxxx…………………
Fax: …011-xxxxxxxx……………………
Email: xxxxxxxxx……………….
Implementation agency:
Address: ……………….
Tel: ……………………., Fax: ……………………., Email: ………………………

c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its associated company) when delivered, if delivered in person, between the hours of 9.00 am and 5.00 pm on a working day at the address of the other Party set forth above, or if sent by fax, provided the fax copy is accompanied by a confirmation of transmission, or if sent by email, provided email sent copy is accompanied by a confirmation of delivery or on the next working day thereafter if delivered outside such hours, and if sent by post, 5 days from the date of posting as recorded on the certificate of posting.

d. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and email for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8.9 Variations and Further Assurance

a. No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule and made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.

b. Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all

other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

8.10 Severability and Waiver

a. If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of

c. such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

8.11 Compliance with Laws and Regulations

Each Party to this Agreement and the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

8.12 Ethics

Implementation agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of MEA, or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such commitment, payment, gift, kickback, entertainment, or other things of value is strictly in violation of MEA's standard policies and may result in cancellation of this Agreement, and the SLA.

8.13 Entire Agreement

This Agreement, and the SLA, all schedules appended thereto and the contents and specifications of all the Volumes of the RFP (including the clarifications, explanations, errata, addenda and amendments thereof issued by MEA from time to time) constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

8.14 Survivability

The termination or expiry of this Agreement or the SLA for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

9. ARTICLE IX - DISPUTES AND AMENDMENTS
9.1 Dispute Resolution

Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV of this Agreement).

Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule, shall be dealt in accordance with the provisions set forth herein.

a. Scope of Dispute Resolution

Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising during the progress of the Project or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

b. Dispute Resolution Board

If any dispute arises between MEA and the Service Provider in connection with, or arising out of, the agreement or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board here in after called "the Board."

For purposes of this agreement, the OE & PGE Division shall act as the Board. The board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either party may refer a dispute to the Board. The board shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the board to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, the Board's decision will be final and binding. MEA at its discretion may change any of the members of the board.

c. Arbitration

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by MEA and the Implementation agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties, to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding

Arbitrator shall be appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

Arbitration proceedings shall be held in Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MEA and the Implementation agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9.2   Amendment

The Parties acknowledge and agree that amendments to this agreement shall be made through mutual agreement between the parties in writing in accordance with the procedure this Agreement is executed and signed.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

1.   (Name, Designation, Organization, and Signature)
2.   (Name, Designation, Organization, and Signature)

[MEA]   [IMPLEMENTATION AGENCY]

   Signed   Signed

   For and on behalf of the   For and on behalf of the
   President of India   (Company name) _____
   By: ـ____ (signature) _____   By: _(signature) _____
  __ (Name and designation) ____   (Name and designation)

   An authorized signatory duly nominated pursuant to Board Resolution No._____ dated_____ of the [Implementation agency]

SCHEDULE I
CHANGE CONTROL SCHEDULE
1.1   Purpose

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the MSA, Project Implementation, Operation and Maintenance, and the SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Service Provider and changes to the terms of payment as stated in the Terms of Payment Schedule (Schedule VI) of this Agreement.

The MEA and the Service Provider recognize that change is an inevitable part of delivering services asked of the SP and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the amount payable to the SP as stated in the Terms of Payment Schedule and the Project Director, MEA will work with the Service Provider to ensure that all changes are discussed and managed in a constructive manner.

1.2   Change Control Note ("CCN")

a. Change requests in respect of the MSA, the Project Implementation, the Operation and Maintenance or the SLA will emanate from the Parties' respective Project Director who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as <u>Schedule VII</u> hereto. CCNs will be presented to the other Party's Project Director who will acknowledge receipt by signature of the CCN.

b. The Service Provider and the MEA while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume 1 of the RFP and is suggested and applicable only after the testing, commissioning and certification of the eMigrate project implementation as set out in this Agreement.

c. It is hereby also clarified that any change as agreed between the Parties to be within the scope of services defined above to be provided by the SP and before project 'Go-Live' shall not entitle the SP to ask for any additional amount to be paid by the MEA. Further, the payment for the changes brought in after project certification and 'Go-Live' date will be calculated on the basis of man-month rate quoted by the Service Provider in its commercial proposal submitted by the SP in response to the RFP and estimated man-month effort to be submitted by the Service Provider prior to taking up the change of control event and accepted by the Project Director, MEA.

1.3   QUOTATION

a.   The Service Provider shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Service Provider shall provide as a minimum:
  i.   a description of the change;
  ii.   a list of deliverables required for implementing the change;
  iii.   a timetable for implementation;
  iv.   an estimate of the proposed change effort;

v. any relevant acceptance criteria;

vi. an assessment of the value of the proposed change;

vii. Material evidence to prove that the proposed change is not already covered within the scope of the project, SLA, or MSA.

b. Prior to submission of the completed CCN to the MEA, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Service Provider shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, the Operation and Maintenance and the SLA affected by the change and the total effect that may arise from implementation of the change.

c. Materiality criteria will be established by the Project Director, MEA and the Implementation agency's Project Director. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule (Schedule IV) of this Agreement.

1.4   Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Provider meets the obligations as set in the CCN. In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party will be borne by the Implementation agency.

In such cases of outstation travel by SP's personnel to any of the MEA's location, cost for travel shall be reimbursed on actuals with prior approval from competent authority of MEA

1.5   Reporting

Change requests and CCNs will be reported monthly to each Party's Project Directors who will prioritize and review progress.

1.6   Obligations

The Service Provider shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given by the MEA, with effect from the date agreed for implementation and within an agreed timeframe.

SCHEDULE II
EXIT MANAGEMENT SCHEDULE
2.1   Purpose

a.   This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, or the SLA.

b.   In the case of termination of the MSA and/or SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

c.   The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2.2   Transfer of Assets

a.   The Project Director, MEA shall be entitled to serve notice in writing to the Service Provider at any time during the exit management period as detailed hereinabove requiring the Service Provider and/or its sub-contractors to provide the Project Director, MEA with a complete and up to date list of the Assets within 30 days of such notice. The Project Director, MEA shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Service Provider to sell to the MEA any of the Assets of the Project not already owned by the MEA and to be transferred to the MEA under this agreement at book value as determined as of the date of such notice in accordance with the provisions of relevant laws net of payments already made by the MEA to the Service Provider for those assets.

b.   In case of contract being terminated by MEA or by SP, MEA reserves the right to ask SP to continue running the project operation for a period of 6 months after termination notice is issued.

c.   Upon service of a notice under this Article the following provisions shall apply:

   i.   in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Implementation agency, the Service Provider shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Project Director, MEA.

   ii.   All risk in and title to the Assets to be transferred to the MEA pursuant to this Article shall be transferred to the MEA on the last day of the exit management period.

   iii. The Project Director, MEA shall pay to the Service Provider on the last day of the exit management period such sum representing the Net Block i.e. procurement price quoted by the SP in its commercial proposal less depreciation as per provisions of relevant laws, of the Assets to be transferred as stated in the Terms of Payment Schedule.

   iv.   Payment to the outgoing SP shall be made to the tune of last set of completed transactions, subject to SLA terms and requirements and for any Capex component that has been accepted by MEA but is pending for payment.

v.   The outgoing SP will pass on to the MEA or to the Replacement IA if the MEA requires so, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MEA or Replacement IA, than that enjoyed by the outgoing SP.

2.3   Cooperation and Provision of Information

During the exit management period:

a.   the Service Provider will allow the MEA access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the MEA to assess the existing services being delivered;

b.   promptly on reasonable request by the MEA, the Service Provider shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, the Operation and Maintenance and the SLA relating to any material aspect of the services whether provided by the Service Provider or sub-contractors appointed by the Service Provider. The MEA shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit the MEA and/or any Replacement Service Provider to have reasonable access to its employees and facilities as reasonably required by the MEA to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer.

2.4   Confidential Information, Security and Data

a.   The Service Provider will promptly on the commencement of the exit management period supply to the Project Director, MEA the following:

i.   information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors in relation to the services;

ii.   documentation relating to Project's Intellectual Property Rights;

iii.   PROJECT data and confidential information;

iv.   documentation relating to sub-contractors;

v.   all current and updated PROJECT data as is reasonably required for purposes of transitioning the services to its Replacement Service Provider in a readily available format specified by the MEA;

vi.   all other information including but not limited to documents, records and agreements relating to the services reasonably necessary to enable MEA or its nominated agencies, or its Replacement Service Provider to carry out due diligence in order to transition the provision of the Services to MEA or its nominated agencies, or its Replacement Service Provider as the case may be.

b.   Before the expiry of the exit management period, the Service Provider shall deliver to the Project Director, MEA all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof.

c. Before the expiry of the exit management period, unless otherwise provided under the MSA, the MEA shall deliver to the Service Provider all forms of Service Provider Confidential Information, which is in the possession or control of MEA or its users.

2.5   Employees

a. Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints and regulations including in particular those relating to privacy provide to the MEA a list of all employees with job titles of the Service Provider dedicated to providing the services at the commencement of the exit management period;

b. To the extent that any Transfer Regulation does not apply to any employee of the SP, MEA or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MEA or Replacement Implementation agency.

2.6   Transfer of Certain Agreements

On request by the MEA, the Service Provider shall effect such assignments, transfers, licenses and sub-licenses as the Project Director, MEA may require in favor of the MEA, or its Replacement Service Provider in relation to any equipment, lease maintenance or service provision agreement between Service Provider and third party lessors and vendors, and which are related to the services and reasonably necessary for the carrying out of services by the MEA or its Replacement Implementation agency.

2.7   Rights of Access to Premises

a. At any time during the exit management period, where Assets are located at the SP's premises, the Service Provider will be obliged to give reasonable rights of access to, or in the case of Assets located at a third party's premises, procure reasonable rights of access to the MEA, and/or any Replacement Service Provider in order to make an inventory of the Assets.

b. The Service Provider shall also give the MEA or its nominated agencies or Replacement IA right of reasonable access to the SP's premises and shall procure the MEA or its nominated agencies or Replacement IA rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the MEA or its nominated agencies or Replacement Implementation agency.

2.8   General Obligations of The Implementation Agency

a. The Service Provider shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the MEA or its nominated agencies or its Replacement Service Provider and which the Service Provider has in its possession or control at any time during the exit management period.

b. For the purposes of this Schedule, anything in the possession or control of Service Provider, its associated entity, or sub-contractor shall be deemed to be in the possession or control of the Service Provider.

c.   The Service Provider shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

2.9   Exit Management Plan

a.   An Exit Management plan shall be furnished by Service Provider in writing to the MEA or its nominated agencies within 90 days from the Effective Date of this Agreement, which shall deal with at least the following aspects of exit management in relation to the MSA and the SLA.

   i.   A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

   ii.   plans for the communication with such of the Implementation agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

   iii.   (if applicable) proposed arrangements for the segregation of the Implementation agency's networks from the networks employed by PROJECT and identification of specific security tasks necessary for an effective termination;

   iv.   Plans for provision of contingent support to MEA and its Replacement Service Provider for a reasonable period after transfer.

b.   The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

c.   Each Exit Management Plan shall be presented by the Service Provider to and approved by the MEA or its nominated agencies.

d.   The terms of payment as stated in the Terms of Payment Schedule are deemed to include the costs of the Service Provider complying with its obligations under this Schedule.

e.   In the event of termination or expiry of the MSA or the SLA, each Party shall comply with the Exit Management Plan.

f.   During the exit management period, the Service Provider shall use its best efforts to deliver the services as before the onset of exit management period.

g.   Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

SCHEDULE III
AUDIT, ACCESS AND REPORTING SCHEDULE
3.1   Purpose
This Schedule details the audit, access and reporting rights and obligations of the MEA and the Service Provider under the MSA and the SLA.

3.2   Audit Notice and Timing

a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Maintenance Phase. During the Implementation Phase, and thereafter during the Operations and Maintenance Phase, the MEA or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits.

b. The Project Director, MEA may conduct non-timetabled audits at his/ her own discretion if he/ she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Implementation agency, a security violation, or breach of confidentiality obligations by the Implementation agency, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period of time prior to the audit taking into account the circumstances giving rise to the reasonable belief stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule (Schedule IV) of this Agreement.

c. The frequency of routine audits shall be 6 monthly or as agreed between the Parties. The Project Director, MEA shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation agency.

d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the Project Director, MEA, in writing.

3.3   Access
The Service Provider shall provide to the Project Director, MEA or his/her appointed nominees / nominated agencies, reasonable access to employees, subcontractors, suppliers, agents and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The auditors appointed by the Project Director, MEA shall have the right to copy and retain copies of any relevant records. The Service Provider shall make every reasonable effort to co-operate with the auditors.

3.4   Audit Rights

a. The Project Director, MEA shall have the right to audit and inspect suppliers, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

i. The security, integrity and availability of all PROJECT data processed, held or conveyed by the Service Provider on behalf of MEA and documentation related thereto;

ii. That the actual level of performance of the services is the same as specified in the SLA;

iii. That the Service Provider has complied with the relevant technical standards, and has adequate internal controls in place; and

iv. The compliance of the Service Provider with any other obligation under the MSA and the SLA.

b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation agency's profit margins or overheads associated with any obligation under the MSA.

3.5 Audit Rights of Sub-Contractors, Suppliers and Agents

a. The Service Provider shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labor, services, equipment or materials in respect of the services. The Service Provider shall inform the Project Director, MEA prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

REPORTING: The Service Provider will provide quarterly reports to the Project Director, MEA regarding any specific aspects of the Project and in context of the audit and access information as required by the Project Director, MEA.

3.6 Action and Review

a. Any change or amendment to the systems and procedures of the Implementation agency, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Project Director, MEA and the Service Provider Project Director who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

3.7 Terms of Payment for Cost of Audit

The MEA and the Service Provider and its sub-contractors, if any, shall bear their own costs of any audits and inspections. The terms of payment in Schedule VI are inclusive of any costs of the Service Provider and its sub-contractors for providing all reasonable assistance and information to the MEA pursuant to this Schedule.

3.8 Records and Information

For the purposes of audit in accordance with this Schedule, the Service Provider shall maintain true and accurate records in connection with the provision of the services and the Service Provider shall handover all the relevant records and documents upon the termination or expiry of the MSA.

SCHEDULE IV
GOVERNANCE SCHEDULE
4.1   Purpose

The purpose of this Schedule is to

i   establish and maintain the formal and informal processes for managing the relationship between the MEA and the Service Provider including the outputs from other Schedules to this Agreement;

ii   define the principles that both Parties wish to follow to ensure the delivery of the Services;

iii   ensure the continued alignment of the interests of the Parties;

iv   ensure that the relationship is maintained at the correct level within each Party;

v   create the flexibility to revise and maintain the relationship and this Agreement during the Term;

vi   set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

4.2   Governance Structure

a.   The Program Governance Structure to be put in place by MEA will have the following units:

i   OE & PGE division

ii   Program Management Unit:

b.   Project Directors: The relationship under this Agreement will be operated by the Project Directors appointed by each Party, who will provide the interface between the executive management of the respective Parties.

c.   Before the signing of this agreement, the MEA and the Service Provider shall each appoint a Project Director. In the event that either Party wishes to substitute its Project Director it will notify the other Party of such substitution as soon as reasonably practicable but at the latest within seven days of the substitution.

d.   The Project Directors shall have responsibility for maintaining the interface and communication between the Parties.

e.   The OE & PGE Division will meet formally on, at least, a monthly basis at a time and location to be agreed with the SP. These meetings will cover, as a minimum, the following agenda items:

i.   consideration of monthly Performance Reports;

ii.   consideration of matters arising out of the Change Control Schedule;

iii. issues escalated in accordance with the escalation procedure as set out in this Schedule;

iv.   matters to be brought before the OE & PGE division in accordance with the MSA and the Schedules;

v.   any matter brought before the OE & PGE division by the Service Provider under this Article; and

vi.   any other issue which either Party wishes to add to the agenda.

f. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this Agreement), the Parties agree to discuss any appropriate amendment in the MSA or the SLA or Scope of work including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule (Schedule I of this Agreement).

4.3   Governance Procedures

a. The Service Provider shall document the agreed structures in a procedures manual.

b. The agenda for each meeting of the OE & PGE Division shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the OE & PGE Division, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

c. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

d. The Parties shall ensure as far as reasonably practicable that the OE & PGE Division shall resolve the issues and resolve the objectives placed before them and that members representing each Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

SCHEDULE V
INVOICING AND SETTLEMENT SCHEDULE

a.   In respect of its remuneration for the Services the Service Provider shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this Agreement). Subject to the specific terms of the Service Level Agreement, the Service Provider submit its invoices in accordance with the following principles:

   i   The Project Director, MEA shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Service Provider shall raise an invoice as per the terms of payment as stated in Schedule VI.

   ii Any invoice presented in accordance with this Article shall be in a form agreed with the Project Director, MEA.

b.   Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.

c.   Payments invoiced shall be made within 45 days of the receipt of invoice by the Project Director, MEA subject to adjustments if any for the previous performance or penalty.

d.   The Project Director, MEA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider under this Schedule where the Project Director, MEA disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV of this Agreement). Any exercise by the Project Director, MEA under this Article shall not entitle the Service Provider to delay or withhold provision of the Services.

e.   The Service Provider shall pay all their sub-contractors in a timely fashion in accordance with a mechanism, which will not prejudice the objective of PROJECT.

f.   If any amount is due and payable by the SP to the MEA/ Government, the same shall be recoverable as arrears of land revenue, in addition to other avenues legally available under this agreement.

SCHEDULE VI
TERMS OF PAYMENT SCHEDULE

1. eMigrate Project is a service-based project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if services are rendered by the Service Provider as agreed upon.

2. All the payments to the Service Provider will be made as per the following terms of payment

    a. The entire cost towards transition of eMigrate project from the existing Implementation Agency of Version 1.0 to the selected Service Provider and design, development, implementation, operation and maintenance of the eMigrate project shall be borne by the SP.

    b. SP would be paid by MEA for the above expenditure strictly as per the rates and amounts quoted by the SP in their commercial proposal and agreed by the MEA.

    c. No payment shall be made before the project is declared Go-Live as prescribed in the RFP

    d. 50% of [Capex for hardware & software licenses quoted by the SP] shall be paid upfront by MEA on successful certification and Go-Live.

    e. Payment for all other cost elements including O&M for eMigrate Solution and remaining 50% of the cost elements cited in the clause above will be made in equal quarterly instalments (EQI) over the eight years of Operation and Maintenance period at the end of every quarter after the project Go-Live date. EQI shall be arrived at by simply dividing the total of relevant amount in twenty equal parts, without any interest or compounding or discounting.

    f. Payment will be subject to strict adherence to SLA signed between MEA and SP and subject to SLA credit/ debit points calculated by the team designated by MEA for every quarter as per the agreed methods, processes and tools.

    g. Payment shall be subject to penalty adjustment, if any, revealed during the SLA credit/ debit calculation or otherwise.

    h. Payment for emigrant cards shall be made as per the no. of cards issued by the SP in a quarter and the Issuance Cost per Card quoted by the SP in their bid on actuals along with the EQI Payments.

    i. Cost of third-party audits, if any, shall be borne by MEA.

3. In the event of premature termination of the Agreement prior to the Project Go-Live, the Service Provider shall not be eligible to receive any compensation or payment.

4. In the event of the premature termination of the Agreement post-commencement of the operations i.e. post Go-Live, the Service Provider would be eligible to be paid pursuant to the provisions of the Agreement.

SCHEDULE VII
Change Control Note

CHANGE CONTROL NOTE	
CCN	CCN Number
Part A : Initiation	
Title	
Organisation	
Sponsor	
Date of Initiation	
Details of proposed Change(s)	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorised by MEA	
Name	
Signature	
Received by Service Provider	
Date	
Name	
Signature	

CHANGE CONTROL NOTE	
CCN	CCN Number
Part B : Evaluation	
Title	
Organisation	
Sponsor	
Date of Initiation	
Details of proposed Change(s)	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue. Brief Description of Solution: Impact:	
Deliverables	
Timeline	
Charges towards Implementation Schedule of Payment (etc)	
Other Relevant Information (if any)	

Authorised by MEA	
Name	
Signature	
Date	

CHANGE CONTROL NOTE	
CCN	CCN Number
Part C : Authority to Proceed/	
Implementation of this CCN as submitted in Part A **In accordance with Part B** **(appropriate/)**	
Approval	
Rejection	
Requires Further Information	
For MEA/ PMG/Nominated agency of MEA	For Implementation Agency
Signature	Signature
Name	Name
Title	Title
Date	Date
Remarks	Remarks

SCHEDULE VIII

Operation & Maintenance

SERVICE LEVEL AGREEMENT

BETWEEN

Ministry of External Affairs

AND

Service Provider of eMigrate Project

THIS AGREEMENT is made this _____ day of_____ 20xx.

BETWEEN:

1. The President of India, acting through Additional Secretary & Protector General of Emigrants (PGE) Ministry of External Affairs, Government of India, Akbar Bhavan, Chanakyapuri, New Delhi-110021 (hereinafter called the 'MEA'), which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns of the FIRST PART;

AND

2. ___<name of the company>___, a company registered under the Indian Companies Act, 1956 having its registered office at ___<address>____ and place of business at __<address>__ (hereinafter referred to as "Implementation Agency", which expression, unless excluded or the context otherwise required hereof includes its successors, administrators and assigns) represented through its __ <designation of authorized person>___, who is duly authorized by the Service Provider to execute this agreement of the SECOND PART.

WHEREAS:

A. MEA and [_<company>_____] have entered into a Master Services Agreement dated [_____] (the "MSA").

B. In accordance with Article 1.2 (b) of the MSA, MEA and Service Provider wish to enter into this Service-Level Agreement ("Agreement / SLA") on the following terms.

ARTICLE 1 – DEFINITIONS AND GENERAL PURPOSE

1.1   Definitions

1.1.1 In this Agreement, unless the context requires otherwise:

a.   Agreement/ Service Level Agreement /SLA" means this Agreement, together with its Appendices.

b.   "MEA Data" means all proprietary data of MEA which the Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this SLA;

c.   "Parties" means MEA and Service Provider for the purposes of this SLA, and "Party" shall be interpreted accordingly;

d.   "Service Level" means the level of service and other performance criteria which will apply to the Services as set out in Appendix A, in the form of SLA Metrics, effective during the Term of this SLA;

e.   "Term" means the duration of this SLA as defined in Article 2.2 of this SLA;

f.   "Terms of Payment" means charges for the Services in accordance with the Terms of Payment Schedule as stated in the MSA.

1.1.2 All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference.

1.1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

1.1.4 Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

1.1.5 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this SLA as a whole and not to any particular Article, Appendix or other subdivision. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

1.1.6 The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.   Structure

1.2.1 This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the Service Provider to MEA under this SLA and the MSA.

ARTICLE II – INITIALISATION PHASE

2.1   Objectives and Scope of Contract

The Service Provider hereby agrees to provide Services to MEA, conforming to the specified Service Levels, which will ensure:

(a)   Delivery of speedy and efficient services to the citizens, the employees of MEA, and the stakeholders of the Project in relation to all the emigration-related services

(b)   Train the existing MEA employees to assist them discharge their duties effectively and efficiently

(c)   Encourage and help to improve the adoption rate for the usage of the eMigrate System, by employing traditional as well as innovative techniques. To that end, implement measures:

(i)   for making it convenient for citizens to utilize the services,

(ii)   educating the citizens in the relevant procedures,

To meet the aforesaid objectives the Service Provider will provide the Service Levels in accordance with the service level metrics as more particularly described in **"Annexure: Service Level Agreement (SLA)"** of this SLA.

2.2   COMMENCEMENT AND DURATION OF THIS SLA

This SLA shall commence on the date on which it is executed by the MEA and the Service Provider and shall become operational on the date of Project Go-Live as defined in the MSA (hereinafter the "Effective Date") and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this SLA or the MSA expires or terminates for any reason, which shall be eight years or ten years inclusive of extended term of two years as decided by the MEA from the Effective Date of this SLA which is the date of declaration of Go-Live. The SLA shall run co-terminus with the MSA.

ARTICLE III – FINANCIAL ISSUES

3.1   Terms of Payment and Service Credits

In consideration of the Services and subject to the provisions of the MSA and this SLA, the MEA shall pay the charges to the Service Provider in accordance with the Terms of Payment Schedule of the MSA.

ARTICLE IV – INTERPRETATION

4.1   Applicability of the MSA

Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

IN WITNESS WHEREOF the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

1.

2..

Signed by:

(Name and designation)

For and on behalf of the President of India

(FIRST PARTY)

Signed by:

(Name and designation)

For and on behalf of IMPLEMENTATION AGENCY

(SECOND PARTY)

Annexure: Service Level Agreements (SLA)

The following table presents the SLAs for the eMigrate project. MEA reserves the right to negotiate the service level agreement with the SP at the end of every year post Go-Live.

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
			Availability Parameters			
SLM1	Availability of all eMigrate services over both Internet and Intranet (needed with a ping interval of 10 seconds)	> 99.7% Score: + 10%	99.0% - 99.7% Score: -(minus)1%	< 99.0%	Monthly	• Analysis of event log performed through use of automated tools • SP shall ensure that all relevant events are logged, and such logs are made accessible to MEA appointed agency for review/report through automated tools • End-to-end loop back mechanism must be established for checking the availability of services • Non- availability of even one of the agreed services at an immigration counter would amount to no service available for the purpose of this SLA and thus breach
SLM2	Availability of all systems, services & network links at central system (Cloud, DC, DRC) (needed with a Ping interval 2 minutes)	> 99.9% Score: + 9%	99.5% - 99.9% Score: -(minus) 2%	< 99.5%	Monthly	(i) Analysis of event log performed through use of automated tools
			Performance Parameters			

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
SLM3	Average turnaround and page loading (this includes home page) time for transactions on eMigrate application (with a ping interval of 5 minutes)	<= .25 seconds Score: + 10%	> .25 seconds - <= .50 seconds Score: + 6%	> 0.50 seconds	Fortnightly	(i) Automated tool will be adopted for measurement of this time. It will be tested using 4 test transactions per hour (2 on Internet and 2 on Intranet) (ii) Measured over a leased circuit or equivalent of 2 Mbps (iii) Measured as the elapsed time between the action link/button being clicked and its response page appearing completely (iv) Test data to be identified distinctly and path taken by test data to be like real transaction (v) DNS servers should simulate access by end user and not answered locally (vi) Cache to be cleared before every transaction used for measurement (vii) Average must be achieved with more than 90% of the transactions being within 0.25 seconds and 9% of the transactions being within 0.25 & 0.50 seconds range
SLM4	Average Document upload time for transactions on eMigrate application (with a ping interval of 15 minutes)	<= 40 seconds Score: + 10%	> 40 seconds - <= 60 seconds Score: + 6%	> 60 seconds	Fortnightly	• Automated tool will be adopted for measurement of this time. It will be tested using 2 test transactions per hour (1 on Internet and 1 on Intranet). • Measured over a leased circuit or equivalent of 2 Mbps with a test document payload of 8 MB.

#	Metric	Expected Service Level	Lower Service Level	Breach	Measurement Frequency	Measurement Method
						• Measured as the elapsed time between the action link/button being clicked and its response page appearing completely • Test data to be identified distinctly and path taken by test data to be like real transaction • DNS servers should simulate access by end user and not answered locally • Cache to be cleared before every transaction used for measurement • Average must be achieved with more than 90% of the transactions being within 40 seconds and 9% of the transactions being within 40-60 seconds range
SLM5	Resolution of software defects reported to SP (working window : 6AM to 10 PM)	Score: + 7%	Score + 3%	Score 0	Monthly	• Automated tool will be adopted for measurement of the resolution time • SP shall maintain relevant records and logs for this purpose
	Severity 1 (impacting all users)	<=30 Minutes	>30 Minutes & <60 Minutes	>60 Minutes		
	Severity 2 (impacting all users of one particular service)	<= 60 Minutes	>60 minutes & <=120 Minutes	>120 Minutes		
	Severity 3 (impacting any user)	<= 120 Minutes	>120 Minutes & <=150 Minutes	>150 Minutes		

1. The SLA measurement tool designed & developed by SP shall be tested and certified for its accuracy, reliability and completeness by the 3rd Party agency before it is deployed.

    i. If the SLA measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as Zero (or lower if specified).

    ii. If service level for any of the first four metrics (availability) is measured and scored at a level lower than the expected in two quarters consecutively then MEA shall have the right to invoke penalty of 3% of total quarterly amount payable to SP for a score of 100%. For any other metric this penalty will be 1% instead of 3%. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.

    iii. In case of one breach in the SLA, MEA shall have the right to invoke penalty of 10% of total quarterly amount payable to SP for a score of 100%. In case of two or more breaches in a quarter or breach of a particular SLA metric consecutively in two quarters, MEA shall have the right to invoke full PBG and/ or call for termination of contract. Penalty shall be adjusted to the final quarterly amount payable to SP basis actual scores.

    iv. If the overall penalty applicable in any quarter during the currency of the contract exceeds 20%; then MEA shall have the right to terminate the contract.

    v. To achieve continuous improvement, service levels will need to be reviewed at the end of each 12-month period and suitably modified if necessary. Modification of service levels will be subject to mutual agreement between MEA and SP. Each expected service level will be reset to the highest quarterly actual result at or above the expected service level achieved during the 12-month period-----

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